

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY November 22, 2004**

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J. Carson P. Cousins S. Keough
 J. Semifero T. Walters D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes-November 8, 2004

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

1. Special Presentation by Congress Nick Smith's Office.

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS & SHOW CAUSE HEARINGS

Action on each public hearing or show cause hearing will be taken immediately following the close of the hearing.

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

H. COMMUNICATIONS :

1. Letter to Blackhawk Development- 11-15-04 **Page#1-24**
2. Letter from Blackhawk Development 11-12-04 **Page#25**
3. Email re: Victoria Condos 11-16-04 **Page#27**

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I. REPORTS:

1. Community Development Department-Allison Menard **Page#29-39**
2. Board and Commission Reports
3. Subcommittee Reports
4. Village Manager Report **Page#41**
5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business

1. Consideration of: Bills & Payroll in the amount of:\$168,892.65 **Page#43-50**

K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of:

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L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation to enter into a 3-year contract with Post, Smythe, Lutz and Ziel LLP for the Village's auditing services and GASB34 compliance requirements. **Page#51-52**
2. Consideration of: Proposed Purchasing Policy **Page#53-62**
3. Consideration of: Master Plan Resolution **Page#63-65**
4. Consideration of: Recommendation from Park Board on the restoration of the small gazebo in Monument Park. **Page#67-74**
5. Consideration of: Land Division Application for property located at 3647 and 3667 Inverness Street. **Page#75-82**
6. Consideration of: Entering into a Professional Services Contract for the Middle Huron Watershed Initiative **Page#85-87**
7. Consideration of: Accepting Stormwater Study **Page#89-97**
8. Consideration of: Recommendation and update on the 1996 Alley Vacation issue. **Page#99-108**
9. Consideration of: Recommendation to rebid the Dexter Business and Research Park Detention Basin improvements. **Page#109**

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY - NOVEMBER 8, 2004

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Area Senior Center, located at 7720 Dexter-Ann Arbor Street in Dexter, Michigan.

B. ROLL CALL: President Seta

J. Carson T. Walters
S. Keough D. Fisher
P Cousins arrived at 8:05
J. Semifero absent

C. APPROVAL OF THE MINUTES

Minutes of the Regular Council meeting of October 25, 2004.

Motion Carson, support Walters to approve the minutes as presented.

Ayes: Fisher, Keough, Walters, Carson, Seta.

Nays: none.

Motion carries.

D. PRE-ARRANGED PARTICIPATION

1. Special presentation by Congressman Nick Smith's Office. Did not show.

E. APPROVAL OF THE AGENDA

Motion Walters, support Keough to approve the agenda as presented.

Ayes: Keough, Walters, Carson, Fisher, Seta.

Nays: none

Motion carries.

F. PUBLIC HEARINGS & SHOW CAUSE HEARINGS.

1. AN ORDINANCE TO ELECT VILLAGE TRUSTEES TO 4-YEAR STAGGERED TERMS TO FULFILL THE REQUIREMENTS OF 2004 PUBLIC ACT 286-300

Public hearing open at 7:32.

Public hearing closed at 7:33.

2. AN ORDINANCE CHANGING THE TERMS OF THE PRESIDENT AND CLERK TO 4-YEAR TERMS.

Public hearing open at 7:33.
Public hearing closed at 7:34.

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS

None

I. REPORTS

1. Community Development Department-Allison Menard
 1. Master Plan Status Update.
 2. Explanation of Maps (separate in packet)
2. Board and commission Reports
 1. Downtown Development Chair- Dan O'Haver.
 2. WATS Update-Jim Carson
3. Subcommittee Reports

None
5. Village Manager's Report
 1. Ms. Eureste submits her report as attached.
 2. Update: Dexter Crossing-Phase 1 to 5 and Victoria Condominium (separate in packet)

Note: A representative of Blackhawk Development is challenging our tap fee structure. The punch list items are down to 1 ½ pages. It appears that water and sewer services have been connected at the Condominium site without payment of tap fees or installation of domestic water meters.

6. President's Report
 1. JJR e-mail regarding Main Street Bridge.
 2. All entities contacted adopt the Main Street Bridge resolution.
 3. Reminds all to come downtown 11-12-04 experience "Dexter in da moonlight"

J. CONSENT AGENDA

1. Consideration of: Bills & Payroll in the amount of: \$137,531.44

Motion Fisher, support Keough to accept the consent agenda as presented.

Ayes: Walters, Carson, Keough, Fisher, Seta.

Nays: none

Motion carries.

K. OLD BUSINESS

1. Consideration of: AN ORDINANCE TO ELECT VILLAGE TRUSTEES TO 4-YEAR STAGGERED TERMS TO FULFILL THE REQUIREMENTS OF 2004 PUBLIC ACT 286-300.

Motion Keough, support Walters to adopt an ordinance to elect Village Trustees to 4-year staggered terms to fulfill the requirements of 2004 Public Acts 286-300.

Ayes: Carson, Fisher, Keough, Walters, Seta.

Nays: none

Motion carries.

2. Consideration of: AN ORDINANCE CHANGING THE TERMS OF THE PRESIDENT AND CLERK TO 4-YEAR TERMS.

Motion Keough, support Carson to adopt an ordinance to change the terms of the President and Clerk to 4-year terms.

Ayes: Fisher, Keough, Walters, Carson, Seta.

Nays: None

Motion carries.

L. NEW BUSINESS

1. Consideration of: The appointment of Kim Clugston to the Planning Commission with a term to expire June 2006.

Motion Fisher, support Walters to appoint Kim Clugston to the Planning Commission with a term to expire June 2006.

Ayes: Keough, Walters, Carson, Fisher, Seta.

Nays: None

Motion carries.

2. Consideration of: The appointment of Jim Carson to the "Washtenaw in Motion" Coalition.

Motion Fisher, support Keough to appoint Jim Carson to the "Washtenaw in Motion" Coalition.

Ayes: Walters, Fisher, Carson, Keough, Seta.

Nays: None.

Motion carries.

3. Consideration of: Resolution opposing HB 4358.

Motion Keough, support Carson to adopt a resolution opposing HB 4358 (increasing truck length to 65 feet)

Ayes: Walters, Carson, Keough, Fisher, Seta.

Nays: none

Motion carries.

4 Consideration of: Recommendation from the Planning Commission to add property I.D. HD-08-06-205-025 to the proposed changes to the Village of Dexter Zoning Map.

Motion Fisher, support Keough to approve property ID HD-08-06-205-025 to be rezoned as Central Business District based on the criteria in Section 23.05 of the Village of Dexter Zoning Map.

Ayes: Carson, Cousins, Fisher, Keough, Walters, Seta.

Nays: none

Motion carries.

5 Consideration of: Recommendation from Planning Commission to adopt proposed Zoning Map changes (postponed from 10/11/2004 meeting)

Motion Carson, support Walters to approve the proposed zoning map amendments recommended by the Planning Commission and based on the following criteria set forth in Section 23.05 of the Village of Dexter Zoning Ordinance:

- A. Consistency with the goals, policies and future land use map of the Dexter Master Plan. If conditions upon which the Master Plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the Master Plan was adopted, as determined by the Village, the Planning Commission and Council shall consider the consistency with recent development trends in the area.
- B Compatibility of the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district.

- C. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) of the uses permitted under the current zoning.
- D. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.
- G. The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.

Ayes: Cousins, Fisher, Keough, Walters, Carson, and Seta

Nays: none

Motion carries.

6. Consideration of: Recommendation from Planning Commission to adopt amendments to Article 20-Schedule of Regulation for VC and CBD.

Motion Keough, support Fisher to approve the changes to Section 20.01, Schedule of Regulations, of the Village of Dexter Zoning Ordinance recommended by the Planning Commission. Per section 23.06 the following criteria was used in making this determination:

- A. Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance.
- B. Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated.
- D. The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

Ayes: Keough, Walters, Carson, Fisher, Cousins, Seta.

Nays: None

Motion carries.

M. COUNCIL COMMENTS

None

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Fisher, support Keough to adjourn at 8:20.
Motion carries unanimously.

Respectfully submitted,
David F. Boyle, Village Clerk

Approved: _____



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 11-22-04
ITEM H-1

Village Council

Jim Seta
President

Joe Semifero
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Shawn Keough
Councilperson

Terry Walters
Councilperson

David Boyle
Clerk

Administration

Donna Eureste
Manager

Marie Sherry
Finance Director

John Hanifan
Assistant Manager

Ed Lobdell
Public Services
Superintendent

Allison Menard
Community
Development
Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

Mr. Joe Bonar
Blackhawk Development
7061 Dexter-Ann Arbor Road
Dexter, MI 48130

November 15, 2004

Dear Mr. Bonar:

Enclosed is a copy of the "UPDATE: Dexter Crossing-Phase I-V and Victoria Condominium" for your review. This document was presented to Village Council at their meeting on Monday, November 8, 2004. This was an informational item and discussion was minimal. During the Village Manager report, I reported that a representative for Blackhawk Development is challenging our tap fee structure. I also reported that the punch list items are down to one and a half pages. I brought to Council's attention that water and sewer services have been connected at the Condominium site without payment of tap fees or installation of domestic water meters.

The June 10, 1996 Development Agreement clearly anticipated that Blackhawk would likely face increased tap fee rates if it did not complete construction by June 25, 2000. See fourth paragraph under "Utilities" caption. The Village's current tap fee rates adopted in August 2004 apply to the Condominium project. My letter dated February 18, 2003 was simply an arithmetic calculation of the tap fee amounts that would have been required at that point in time, based on 1) then-current tap fee rates and 2) the designs of the condominium buildings that the Village expected Blackhawk to submit for site plan approval and construction. It was certainly not the Village's intention to freeze tap fees.

The Village must receive tap fee payment for building F in the amount of \$28,000 immediately (which includes the \$10,000 credit per the prior agreement). A "Meter Installation Request Form" is enclosed for your convenience. If Blackhawk believes it qualifies for the transitional compromise tap fee rate Council agreed to for all developers, please provide copies of signed purchase agreements dated prior to August 12, 2004 with your meter installation request form for building F.

Blackhawk's action of tapping into our water and sewer service without payment of tap fees or installation of meters raises civil and even criminal questions, and has been referred to the Village attorney for further legal review.

It is also the Village's position that the punch list items for Phase I - V will be completed prior to the issuance of occupancy permits for the Condominiums. Ed Lobdell, Superintendent of Public Services and Kevin Nowak, Site Inspector have committed to working with Blackhawk and their contractors to complete this process as quickly as possible.

Sincerely,

Donna Eureste
Donna Eureste
Village Manager

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

UPDATE: DEXTER CROSSING- PHASE I TO V AND VICTORIA CONDOMINIUM

From: Donna Eureste, Village Manager

Date: November 8, 2004

Staff held a meeting with Joe Bonar and Matt Uristti of Blackhawk Development on October 4, 2004. We reviewed the status of Dexter Crossing Phases I-V as well as the status of the Victoria Condominium Project. What follows is an update from that meeting as well as subsequent updates and correspondences through the end of October.

1. Request from Blackhawk to consider a \$1 million bond for the dedication of Dexter Crossing Phases I – V, instead of the \$1.5 million set by OHM.

The \$1 million bond for dedication was already agreed to per my letter to Blackhawk dated September 15, 2003. The Village needs to secure the \$1 Million (2-year) Maintenance and Guarantee Bond from BHD along with the dedication documents and all recorded easements. The M & G Bond will be effective as of the actual date of dedication.

2. BHD noted that WC Drain Commission would issue a letter accepting the drainage system. The letter from the WC Drain Commission was received and a copy is attached to this update. Several items remain before the County accepts this drainage system. **Page#1**

3. BHD asked about progress to resolve the drainage issue at 6985 Wellington. OHM is reviewing the sketch to resolve the drainage concerns at 6985 Wellington. OHM approved the sketch to resolve the drainage problem at 6985 Wellington. BHD's contractor is working on the repair and Kevin Nowak of OHM reported that drainage in the area has improved. Additional work to bore under the path and install drainage pipe will be completed. This work will be inspected and accepted by OHM prior to dedication.

4. Record drawings have been provided to OHM, Blackhawk will record with County all public utility easements, and provide copies of recorded documents to the village. Christine Cale reported that she is working with MCI to secure these documents for the village's dedication process. It is anticipated that the Village will have the necessary documents to put together the dedication paper work by November 5, 2004.

5. Work with BHD to correct (2) hydrants with broken nozzles on Preston Circle. Per Ed Lobdell both hydrants are working properly.

6. Water meters for irrigation. BHD is working with Ed Lobdell to install proper ECR units for the stand-alone water irrigation meters. Outside or ECR water meters were needed for two irrigation locations that are not installed inside a building. Ed has ordered the proper meters and BHD will be required to pay for and install them. Village staff will inspect and activate the meters.

7. Tree issues were briefly discussed during our meeting on October 4, and Matt Ursitti followed up with a letter dated October 5, 2004 detailing BHD's position and commitment to tree issues.

The Village did receive funding from BHD to participate in the Village's tree replacement program. A total of 43 trees will be replaced with the Spring planting. A list of the trees to be replaced is included.

Page#2-5

8. During the October 4th meeting, BHD requested clarification on who would determine and how BHD would know the Village accepts and ultimately removes items from the punch list. The OHM representative in the field will set standard for acceptable repair on all punch list items based on the Village's engineering standards.

Kevin Nowak provided an updated punch list as of October 27, 2004.

Page#6

Also included for your review are the original May 5, 2004 list and the letter from BHD dated October 21, 2004 and a subsequent response from OHM dated October 29, 2004.

Page#7-13

9. Thirteen curb stop boxes remain on the current list, this is due to marginal compliance of curb stop boxes during the development agreement extension process last year.

This item remains outstanding. The Village has recommended a cash deposit from BHD to the Village that would be used by Ed Lobdell to complete this work to his satisfaction, timeline and with his staff.

Page#14

10. Lease/Rental tracking will be done with homestead exemption status paperwork available from Scio Township forwarded by Blackhawk to the village.

In a follow-up letter from Allison Menard dated September 29, 2004 (copy included) this issue received further clarification.

Page#15

11. BHD asked for a reconciliation of tap fee charges using our current tap fee rate structure for the Victoria Condominium development.

Included with this update is a spreadsheet showing the tap fee charges per building based on the current tap fee structure.

Page#16

During site plan approval on the Condominium project the village waived the first \$10,000 in tap fees as a compromise for reducing the number of units. During this meeting there was no discussion of a compromise to freeze tap fees at the then current rate. However, consideration was given for units under a purchase agreement during the transition to the new tap fee structure. The village has not received \$28,000 for the tap fee charge for building F.

12. Briefly discussed a request made earlier this year by the Village for an easement on the outlot of Dexter Crossing Commercial to correct the drainage problem on Dan Hoey. BHD agreed to consider granting this request.

The letter sent to BHD from OHM is included, no further follow-up.

Page#17

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

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JANIS A. BOBRIN
DRAIN COMMISSIONER
705 NORTH ZEEB ROAD
P.O. BOX 8645
ANN ARBOR, MI 48107-8645
email: drains@ewashtenaw.org
www.eWashtenaw.org

Item 2

DENNIS M. WOJCIK, P.E.
Chief Deputy Drain Commissioner

Telephone 734/994-2525
Fax 734/994-2459

October 15, 2004

Mr. Martin LaForte, RLA
MCI
3815 Plaza Drive
Ann Arbor, MI 48108

Re: Dexter Crossing Plat I

Dear Mr. LaForte:

I reviewed the as-built drawings for the referenced project received by our office on 10/14/04. The project lies in Section 8, Village of Dexter and has been established as a Chapter 18 Drainage District (subsequent phases are not under the jurisdiction of the Washtenaw County Drain Commissioner). I have the following comments:

- 1) I will await a copy of the fully executed, as-recorded, final plat for "plat one" for our records. You have indicated that Mr. Bonar will be providing this.
- 2) I need additional as-built information for the control structure within R-1. The structure contains a steel plate (detail shown on dwg #8, prepared by Engineering Technologies, revised 4/28/97). I need the elevations of the top of the plate and the three orifices.
- 3) Based on the as-built contours and given that the bottom of storage is elevation 910.13 (controlled by west end of pipe segment 2A-R2) detention pond II is seriously deficient in storage. At both elevation 913.68 and 917, the available storage is approximately 65% of the designed storage. The developer must address this discrepancy before we can accept the system.

Sincerely,

A handwritten signature in black ink, appearing to read "G R Elling".

Gary R. Elling, P.E.
Deputy of Engineering Services

Cc: Christine Cale, P.E., Village Engineer (OHM)
Allison Menard, Dexter Village
Bill Fuels, WCDC
Mr. Joseph Bonar, Black Hawk Development Corporation, 7061 Dexter Ann
Arbor Rd., Dexter, MI 48130

October 5, 2004

Allison Menard, Community Development Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Dear Allison,

Per your request during our meeting yesterday, this letter is a summary of our intentions regarding tree replacement in the Dexter Crossing Development.

1. Dexter Crossing Shopping Center Property: We will replace all dead trees in the spring of 2005. We have discussed this timing with the majority of the tenants of the Shopping Center and have budgeted the funds necessary for the tree replacement in the Shopping Center's 2005 Common Area Maintenance (CAM) Budget. The CAM expenses are shared between the tenants of the Shopping Center and us (as the owners).
2. Berm Located on the Victoria Condominium Property:
 - a. Approximately one half of the berm (from Carrington Drive to the Northern edge of the pond) will be landscaped by the end of October, 2004. This landscaping will include removal of the current vegetation and all dead trees, final grading, installation of an irrigation system, hydro-seeding, and installation of all required plantings per the approved landscape plan.
 - b. The remainder of the berm will be landscaped in a similar manner as described above when we finish construction of Building "B". Building "B" will house the water meter for the irrigation system for the remainder of the berm.
3. Dexter Crossing Single Family Phases I through IV:
 - a. Per an agreement with Peters Building Company and the Dexter Crossing Homeowner's Association, we will be replacing four (4) dead trees and 27 dead bushes in the common area between Phase III and Phase IV, one (1) dead bush in the common area behind Phase III near Carrington Drive, and one (1) dead tree in front of 3572 Lexington Circle. All of these trees and bushes had died within one year of planting and were still under warranty. All replacements will be completed after the Homeowner's Association has repaired the irrigation system and it is operational. I have enclosed a copy of the letter we sent to Peters Building Company regarding this issue. Approximately two months ago, I called Jane Finkbeiner of Peters regarding this issue and she informed me that the irrigation system was not operational yet and that she would notify me as soon as it was.
 - b. Regarding the remainder of the dead trees in Phases I through IV, the trees died more than one year after installation and are no longer our responsibility to replace. Several years ago we walked Phases I and II with Jim Carson and Jim Seta of the Dexter Crossing Homeowner's Association and we replaced all dead trees that were still under warranty and were our responsibility to replace. In the Fall of 2003, we walked Phases III and IV with Peters Building Company and Marsha Dresch of the Dexter Crossing Homeowner's Association and we compiled the list of trees and bushes covered under warranty that are contained in Item 3(a) above. All other trees are out of warranty and it is the responsibility of the Dexter Crossing Homeowner's Association or the individual homeowners to make any necessary replacements.

BLACKHAWK DEVELOPMENT CORPORATION

7061 Dexter-Ann Arbor Road • Dexter, Michigan 48130

(734) 424-2500 • fax (734) 424-2505

As we discussed yesterday, if possible, we would like to participate in the Village's ash tree replacement program for those ash trees that have died on the Dexter Crossing Shopping Center property and on the Victoria Condominium property berm.

Please contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Matthew Ursitti', with a large, sweeping loop at the end.

Matthew Ursitti
Chief Financial Officer

MDU/efs

Enclosure

November 4, 2003

Peters Building Company
Attn: Jane Finkbeiner
1388 Wildwood Trail
Saline, MI 48176

Re: Warranty Tree and Bush Replacement
Dexter Crossing, Dexter, Michigan

Dear Ms. Finkbeiner,

Per your request, this letter is to inform you of our intentions regarding replacement of trees and bushes that we installed and are still under warranty in Dexter Crossing. We will replace the following trees and bushes in the spring of 2004 after the irrigation systems have been repaired and are operational.

- Four (4) dead trees and 27 dead bushes in the common area between Phase 3 and Phase 4.
- One (1) dead bush in the common area behind Phase 3 near Carrington Drive.
- One (1) dead street tree in front of 3572 Lexington Circle. This tree is out of warranty, but the homeowner contacted us to replace it while it was still under warranty.

Please contact me if you have any questions.

Sincerely,

Matthew Ursitti
Chief Financial Officer

MDU/efs

BLACKHAWK DEVELOPMENT CORPORATION

*7061 Dexter-Ann Arbor Road ♦ Dexter, Michigan 48130
(734) 424-2500 ♦ fax (734) 424-2505*

LOCATION	HEALTH OF TREE
3 rd tree on right at Lexington St. entrance	Tree is diseased and was not properly staked
Tree at water meter/pump on east side of Lexington	Tree is Dead
4 trees near mailboxes on Lexington	All 4 trees are dead
3 tree on Lexington at corner of Lexington and Carrington	All 3 trees dead
9 trees between Lexington and Cambridge on Carrington on west side	All 9 trees dead
443 Cambridge	Dead tree
425 Cambridge	No tree
313 Cambridge	No tree
312 Cambridge	Dead tree
3520 Lexington	No tree
3528 Lexington	No tree
3535 Lexington	No tree
6947 Wellington	No tree
6960 Wellington	2 dead trees
6968 Wellington	No tree
3512 Lexington	Dead tree
3668 South Downs	Tree not required 2-2.5" caliper
470 Preston	Tree was not coordinator
459 Preston	Tree dying
Between Lexington entrance and Dan Hoey entrance	Dead tree
Commercial center end unit	Dead evergreen tree
Commercial center berm	10 dead deciduous trees/2 dead evergreens
Near play structure off Carrington	3 dead trees
For Lease sign at Commercial Center	2 dead trees
Entrance of Commercial Center	1 dead tree
Blackhawk Development	1 dead tree
Keller Williams	1 dead tree
H & R Block	1 dead tree
All trees not 2" in caliper per tree inventory	All must be replaced

* Information based on 9/23/04 and 9/29/04 site inspection

Dexter Crossing Punchlist 10/27/04

Road Pavement Items

- Lexington Dr, S of Victoria – Sawcut, R/R at bad joint. Not Acceptable
- Sawcut, R/R rough patch at 3548 Lexington Circle. Provide additional Sawcut, R/R to eliminate birdbath.
- Sawcut, R/R settled area approx. 8 x 14 @ 6967 Wellington.
- Sawcut, R/R settled trench from 6959 Wellington to 6956 Wellington.

Driveway Approach Items

- 410 Cambridge – Replace drive approach; 17' x 6' (+/-). Done – Epoxy Chip C&G
- 443 Cambridge – Seal joint – R/R – Spalling excessively

Sidewalk Items

- Pump Station – Seal (2) cracks. R/R two slabs
- 3524 Lexington Circle – Level and seal crack. Not Done / Done R/R cracked sidewalk
- 3548 Lexington Circle – Seal Crack
- Lexington, w/ of Carrington @ Irrigation Controller – Replace two flags.

Curb & Gutter Items

- 309 Cambridge – Sawcut, R/R damaged pavement
- 411 Cambridge – Sawcut, R/R damaged pavement
- 413 Cambridge – Sawcut, R/R damaged pavement
- 423 Cambridge – Sawcut, R/R damaged pavement
- Rear Corner of Country Market – Seal sawcuts
- 6972 Wellington – Sawcut, R/R damaged pavement
- Carrington across from Country Mkt. – Seal sawcut
- 3528 Lexington Circle – Sawcut, R/R damaged pavement
- Common Area between Ph III and Ph V – Seal sawcuts (across from 447 Cambridge)
- Lexington Dr. south of Cambridge – Sawcut, R/R damaged pavement
- 315 Cambridge – Sawcut, R/R damaged pavement

General Items

- 6985 Wellington – Fill and re-grade area in backyard near the bikepath – Install pipe under bikepath, restore all disturbed areas.
- Remove and replace all dead trees

Dexter Crossing Punchlist 5/5/04

Road Pavement Items

- Mill and resurface approx. 3' wide at road joint between 6941 Wellington and 6944 Wellington. Done
- Sawcut and remove approx. 9' wide utility trench to vacant lot between 6951 Wellington and 6959 Wellington. Done
- Seal asphalt repair at 6964 Wellington. (Across from 6964) Done
- Seal cracks on Carrington, three (3) areas, east of Lexington Dr. Done
- Patch holes at Lexington Dr. and Victoria. Done
- Seal cracks on Lexington Dr., between Dan Hoey and Cambridge. Done
- 429 Cambridge—Sawcut and patch birdbath. Done
- 443 Cambridge—Sawcut and patch birdbath. Done
- 439 Cambridge—Sawcut and patch birdbath. Done
- 436 Cambridge—Sawcut and patch birdbath. Done
- Rework patch after curb removal and replacement on Carrington, west of Victoria. Done
- Rear Corner Country Market—Sawcut, R/R @ CB (at sidewalk / C&G replacement). Done
- Lexington Dr, S of Victoria—Sawcut, R/R at bad joint. Not Acceptable
- Sawcut, R/R settled area on Carrington, across from 447 Cambridge. Done
- Sawcut, R/R rough patch at 3548 Lexington Circle. Provide additional sawcut, R/R to eliminate birdbath.
- Sawcut, R/R settled area approx. 8 x 14 @ 6967 Wellington.
- Sawcut, R/R settled trench from 6959 Wellington to 6956 Wellington.

Driveway Approach Items

- 6948 Wellington—Replace drive approach; 18' x 6' (+/-). Done
- 6956 Wellington—Replace drive approach; 17' x 6' (+/-). Done
- 6956 Wellington—Level entire drive approach. (6959 Wellington) R/R - Done
- 3561 Lexington Dr.—Replace drive approach; 17.5' x 6' (+/-). Done —Restore lawn Done
- 3560 Lexington Circle—Replace entire drive approach. Done
- 469 Preston Circle—Seal crack. Done
- 436 Cambridge—Replace drive approach; 17' x 6' (+/-). Done
- 426 Cambridge—Epoxy chip. Done
- 416 Cambridge—Replace entire drive approach. Done
- 410 Cambridge—Replace drive approach; 17' x 6' (+/-). Done —Epoxy Chip C&G
- 309 Cambridge—Replace entire drive approach. Done
- 311 Cambridge—Seal joint. Done
- 315 Cambridge—Level entire drive approach. OK
- 443 Cambridge—Seal joint. —R/R—Spalling excessively
- 405 Cambridge—Level half drive approach. Done

- 402 Cambridge—Epoxy chip. Done
- 321 Cambridge—South half drive approach removed and replaced – Done.
- 6984 Wellington—Level drive approach. Done

Sidewalk Items

- Lexington Dr. & Dan Hoey—Seal crack. Done
- Lexington Dr. between Dan Hoey & Cambridge—Epoxy chip. Done
- 315 Cambridge—Seal crack at sanitary manhole. Done
- 405 Cambridge—Replace one flag; 5' x 4' x 4" (+/-). Done
- Pump Station – Seal (2) cracks. R/R two slabs
- 411 Cambridge—Replace two flags. Done
- 443 Cambridge—Seal crack. Done
- 304 Cambridge—Seal crack on Lexington. Done
- 416 Cambridge – Replace four flags and seal crack at storm manhole. Done / Not Done
- 306 Cambridge—Level one flag. R/R Done
- 307 Cambridge—Seal crack. Done
- 403 Cambridge—Seal crack. Done
- 425 Cambridge—Seal crack. Done
- 427 Cambridge—Seal crack. Done
- 311 Cambridge—Replace two flags. Done
- Mailboxes on Cambridge—Fill in and restore greenbelt at both areas. Lexington Drive Done
- Rear corner of Country Market—Replace 18' x 5' x 4" (+/-). Done
- Carrington, Ph III & IV @ Playground—Replace one flag. Done – Restore lawn Done
- 6947 Wellington—Replace four flags. Done – Clean-up / Restore lawn Done
- 6959 Wellington—Level two sides. R/R Done
- 6956 Wellington—Replace 7' x 5' x 4" (+/-). Done
- 6980 Wellington Ct. —Replace one additional slab. Done
- 3561 Lexington Circle—Replace five flags. Done – Restore lawn Done
- ~~3560 Lexington Circle—Replace one flag. ? NA~~
- 3524 Lexington Circle – Level and seal crack. Not Done / Done R/R cracked sidewalk
- 3520 Lexington Circle—Seal three cracks. Done
- 3516 Lexington Circle—Seal crack. Done
- 3507 Lexington Circle—Seal crack. Done
- 3515 Lexington Circle—Seal crack. Done
- 3541 Lexington Circle—Seal crack. NA
- 469 Preston Circle—Replace 5' x 4' x 4" (+/-). Done
- 470 Preston Circle—Seal crack. Done
- 310 Cambridge—Restore lawn Done
- 3546 3548 Lexington Circle – Seal Crack
- Previous R/R 3564 Lexington Circle (on Carrington) – Never properly restored Done
- 6951 Wellington – R/R two flags of sidewalk Done – clean-up area, restore lawn Done
- Lexington, w/ of Carrington @ Irrigation Controller – Replace two flags.

Curb & Gutter Items

- 309 Cambridge – Replace approx. 14 lft. Done – Sawcut, R/R damaged pavement
- 310 Cambridge – Replace approx. 10 lft. Done – Seal sawcuts, restore lawn Done
- Pump Station – Replace approx. 10 lft. Done – Seal sawcuts Done
- 411 Cambridge – Replace approx. 11 lft. Done – Sawcut, R/R damaged pavement, clean cement residue from driveway
- 413 Cambridge – Replace approx. 10 lft. Done – Sawcut, R/R damaged pavement, clean cement residue from driveway
- 417 Cambridge – Replace approx. 7.5 lft. Done – Sawcut, R/R damaged pavement, restore lawn Done
- 423 Cambridge – Replace approx. 17 lft. Done – Sawcut, R/R damaged pavement
- 425 Cambridge – Replace approx. 19 lft. Done – Seal sawcuts Done
- 439 Cambridge – Replace approx. 12 lft. Done – Seal sawcuts Done
- 447 Cambridge – Replace approx. 6 lft. Done – Seal sawcuts Done
- 405 Cambridge – Epoxy chips. Done
- 408 Cambridge – Epoxy chips. Done
- 308 Cambridge – Epoxy chips. Done
- Rear Corner of Country Market – Replace approx. 8 lft. Done – Seal sawcuts
- 6964 Wellington – Epoxy chip. Done
- 6963 Wellington – Epoxy chips. Done
- 6968 Wellington – Replace approx. 11 lft. Done – Seal sawcuts, restore lawn Done
- 6972 Wellington – Replace approx. 7.5 lft. and approx. 4 lft. Done – Sawcut, R/R damaged pavement, restore lawn
- 6984 Wellington – Replace approx. 18 lft. Done – Seal sawcuts, restore lawn Done
- Carrington across from Country Mkt. – Replace approx. 5 lft. Done – Seal sawcut, R/R damaged pavement, restore lawn
- 3560 Lexington Circle – Epoxy chips (2) areas and Replace approx. 9 lft. Not Done / Done
- 3520 Lexington Circle – Replace approx. 11 lft. Done – Seal sawcuts, restore lawn Done
- 3548 Lexington Circle – Replace approx. 4 lft. Done – restore lawn Done
- 3528 Lexington Circle – Replace approx. 5 lft. Done – Sawcut, R/R damaged pavement
- Corner of Lexington and Carrington – Replace approx. 7 lft. Done – Seal sawcuts Done
- Carrington near 3561 Lexington – Replace approx. 5 lft. in two areas ea. Done – Seal sawcuts, restore lawn Done
- Common Area between Ph III and Ph V – Replace approx. 50 lft (drainage problem). Done – Seal sawcuts, backfill curb, restore lawn – See Paving Items: across from 447 Cambridge
- Lexington Dr. south of Cambridge – Replace approx. 10 lft. Done – Sawcut, R/R damaged pavement
- Lexington Dr. at Victoria Dr. – Epoxy chips. R/R - Done
- Lexington and Carrington (3564 Lexington Circle) – Replace approx. 8 lft. Done – Seal sawcuts, restore lawn Done
- Carrington near Victoria Dr. – Replace approx. 15-20 lft. Done – See Paving Items Done

- ~~Carrington, midway between Lexington Dr. and Victoria Dr. on Condo side~~ Replace approx. 10 ft. ~~Done~~ – Seal sawcuts ~~Done~~
- ~~404 Cambridge~~ Epoxy chip several locations ~~Done~~
- ~~315 Cambridge~~ – Sawcut, R/R damaged pavement

General Items

- ~~6985 Wellington~~ – Fill and re-grade area in backyard near the bikepath – Install pipe under bikepath, restore all disturbed areas.
- ~~Remove and replace all dead trees~~
- ~~Remove and replace all faded street signs~~ Done



ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150

October 29, 2004

p: (734) 522-6711
f: (734) 522-6427
www: ohm-eng.com

Village of Dexter
8130 Main Street
Dexter, MI 48130

Attn: Donna Eureste, Village Manager

Re: Letter dated October 21, 2004 from Blackhawk Development Corporation
Dexter Crossing Phases I - V

Dear Donna:

As requested by the Village Council at the Council meeting on October 25, 2004, this letter is written in response to the letter written by Blackhawk Development Corporation (BHD) dated October 21, 2004.

BHD claimed that all the road pavement, driveway approach, sidewalk, curb and gutter, street sign, fire hydrant, and irrigation meter pit repairs had been completed. As of October 21st, OHM had not completed review of those repairs, though review of punchlist items is ongoing. A letter is forthcoming regarding the review and any remaining punchlist items.

It is noted that the common area between Phases III and IV behind 6985 Wellington Drive has been regraded to improve drainage in the area as indicated in the letter. In fact, last week, on Wednesday, October 20, 2004, OHM met with Bob Pawley, the superintendent for BHD, to review the work and discuss any additional work that may be necessary to address the drainage issue at this location. At that time, it was discussed that an additional would also be installed to further promote positive drainage.

In addition, at the onsite meeting with BHD on October 20th, OHM did inform BHD that we would complete a review of the punchlist items the next week, the week of October 25, 2004. We are unaware of how it was communicated that OHM would not be able to begin inspection for two weeks. Also, we are unaware of any OHM employee recently speaking directly with Mr. Matt Ursitti of BHD as is indicated in his letter.

OHM maintains that we have worked with BHD to finalize the dedication of Dexter Crossing throughout the entire project, and will continue to do so in order that the Village will be able to accept the dedication of this project. Should there be any other questions or concerns regarding the Dexter Crossing project, feel free to contact us.

Very Truly Yours,
Orchard, Hiltz & McCliment, Inc.

Rhett Gronevelt, P.E.

cc: Village Council
Kevin Novak, OHM

October 21, 2004

Village Council Members
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Dear Council Members,

During the first week of October, 2004, we received a letter from the Village's Community Development Manager, Allison Menard, informing us that no Certificates of Occupancy would be issued for the Victoria Condominium project prior to the completion of other outstanding issues, such as dedication. Not receiving notice until October, 2004 that no Certificates of Occupancy will be issued until dedication is complete places us in a damaging and potentially litigious position with three of our current customers who have leases that are expiring or houses they have to move out of within the next few weeks.

Work has been progressing on a steady schedule all summer and this is the first notification we have received from the Village regarding this issue. If we would have known that this was the Village's position, we would not have promised a closing time frame with these customers. Within the next two to three weeks two (2) condominium buildings, full landscaping around those two (2) buildings and along approximately 1,000 lineal feet of the berm behind the shopping center, and all other required site items will be complete.

We believe that we have addressed all "other" issues that were outstanding and are working diligently to complete the dedication of the streets and utilities in Phases I through IV of Dexter Crossing. The great majority of dedication issues have been addressed. We have completed all road pavement repairs, all driveway approach repairs, all sidewalk repairs, all curb and gutter repairs, the faded street signs have been replaced, the two fire hydrants have been repaired, and the irrigation meter pits have been cleaned, made deeper and lined with pea-stone to protect the meters. The remaining issues and a status update on each are as follows:

1. Water curb-stop boxes on Cambridge Drive: We are working with Village staff to find a solution to this issue that is in concert with the agreements made during the Development Agreement Extension in 2002 and that will cause the least amount of inconvenience for the homeowners affected.
2. Damage to water meters due to no water proof ECR heads on common area irrigation meters: First, we feel that this item was caused by the negligence of the Village Water Department. We asked and paid for "water-only" meters. We contend that the Water Department knew that they were for an outdoor application due to the addresses given for the meters on the applications. Furthermore, the Water Department had to hook-up the electronic meter reading devices on the meters and did not inform anyone that the wrong meters were installed before any damage occurred. Even so, we are working with Village staff to obtain and install the proper meters or to fix the currently installed meters as soon as possible.
3. The common area between Phases III and IV has been re-graded and will be hydro-seeded by the end of next week.

BLACKHAWK DEVELOPMENT CORPORATION

7061 Dexter-Ann Arbor Road • Dexter, Michigan 48130
(734) 424-2500 • fax (734) 424-2505

4. For quite some time, our engineers (MCI) had told us that the work was complete on the finalization of the as-built drawings and the recording of the Public Utility Easements. Unfortunately, after the MCI employee who gave this information left the company, we discovered that work still needed to be done on these items. MCI was also unaware of this situation and they informed us that we are not their only customer who has been affected by this situation. That being said, for the last several weeks MCI has been working diligently with OHM and the Washtenaw County Drain Commission to finalize the as-built drawings and address the issue of recording the Public Utility Easements. We expect this process to be complete within the next few weeks.

Yesterday, certain representatives of OHM contacted me and urged us to complete the dedication this year. This has been our goal this entire year. However, later during the day yesterday, a different OHM representative informed us they cannot even begin inspecting the site for a minimum of two weeks. This seriously hampers our ability to finalize the dedication and demonstrates the inconsistent messages and direction we've been receiving from OHM throughout this process.

Given our efforts to complete the dedication process and our significant progress to date, we request that we be allowed to obtain three (3) Certificates of Occupancy for the Victoria Condominium project. If you grant this request, we will take the necessary actions with the remainder of our current customers and will not request any additional Certificates of Occupancy until the dedication process is complete.

Thank you for your time and consideration of this matter.

Regards,



Matthew Ursitti
Chief Financial Officer

MDU/efs

Item 9

Water Service Issues (Village of Dexter's List)

- 1) Address 304 Cambridge -- can't get on curb stop (curb stop bent)
- 2) Address 308 Cambridge -- curb stop needs to be adjusted to finish grade.
- 3) Address 310 Cambridge -- curb stop needs to be adjusted to finish grade (bad concrete)
- 4) Address 312 Cambridge -- can't get on curb stop (curb stop bent)
- 5) Address 313 Cambridge -- can't get on curb stop (curb stop bent and bad concrete)
- 6) Address 316 Cambridge -- can't get on curb stop (very close to house)
- 7) Address 402 Cambridge -- curb stop needs to be put to finish grade in the conc. Driveway.
- 8) Address 404 Cambridge -- curb stop needs to be adjusted to finish grade in the conc. Driveway.
- 9) Address 413 Cambridge -- can't get on curb stop (curb stop bent)
- 10) Address 418 Cambridge -- Service is too deep (10'-3" deep) five feet from house. ✓
The first curb stop box is under the concrete driveway. Expose it and adjust to finish grade.
- 11) Address 431 Cambridge -- can't get on curb stop
- 12) Address 432 Cambridge -- can't get on curb stop (curb stop bent) and adjust to finish grade.
- 13) Address 445 Cambridge -- can't get on curb stop (curb stop is in flower bed)

309 Cambridge - ? Can get on shut off - but needs to be raised.

Additional Issues from Village of Dexter Utility Department

- 1) Fire hydrant in front of address 469 Preston Circle has a broken 2-1/2" nozzle.
- 2) Fire hydrant in front of address 3658 Preston Circle has a broken 2-1/2" nozzle and needs to be adjusted to finish grade *
- Ed 3) At Lexington and Carrington -- the irrigation meter box has a leak at the soldered joint in the manhole. The meter is in the dirt and has no waterproof ECR head.
- 4) At Wellington and Carrington -- Irrigation meter is in the dirt and dirt in the meter box.
- 5) At the corner of Country Market, the meter is in the dirt and the ECR head is not waterproof.
- 6) At the corner of Dan Hoey and Dexter Ann Arbor Road, the meter is in the dirt, the meter box is not to finish grade, and there is a large hole around the meter box.

Larry will inspect.

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734)426-8303 ext 15 Fax (734)426-5614

September 29, 2004

Blackhawk Development
 Matt Ursitti
 7061 Dexter Ann Arbor Road
 Dexter, MI 48130

Dear Mr. Ursitti,

The Village of Dexter would like to remind Blackhawk Development of several outstanding issues within Dexter Crossing.

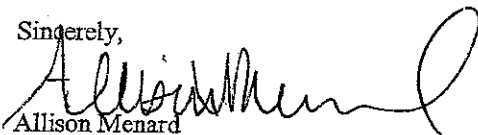
The Village of Dexter recognizes that Blackhawk Development is getting close to finishing several of the buildings within the Victoria Condominium project. The Village of Dexter would like to remind Blackhawk Development that per Article 6, Restrictions, Section 2, Leasing and Rental, subsection a, Right to Lease, of the Victoria Condominiums at Dexter Crossing Master Deed and Bylaws, that the total number of units leased at any given time does not exceed twenty-two (22) and no more than three (3) Units of the total Units being leased is owned by the same Co-owner or affiliate. Therefore, upon closing of a unit with an individual property owner, please provide the Village of Dexter, Attention Allison Menard, with a copy of the homestead exemption form. The Village of Dexter is requesting this in order to ensure compliance with Article 6, Section 2 of the Victoria Condominiums Master Deed and Bylaw documents.

Several other issues that remain outstanding:

1. Dedication - No Certificate of Occupancies will be issued for the Victoria Condominium project prior to the completion of other outstanding issues, such as dedication.
2. Past Due Invoices - Z0425, Z0428, Z0429, and Z0436. Please pay by October 6, 2004 or the village may issue a "Stop Work Order".
3. Compliance with Article 21 and Article 6 of the Zoning Ordinance - Per Section 21 13, Property Maintenance after approval, requires that the approved site plan design continued to be maintained, which includes but is not limited to healthy landscaping. Per Section 6.12D, if any plant material required per this ordinance dies or becomes diseased, they shall be replaced within thirty (30) days of written notice from the village. Please consider this notification that all the dead and diseased trees listed on the following table are to be replaced per the Village of Dexter Zoning Ordinance. Replacement should occur by October 29, 2004 unless otherwise noted.
4. Nuisance Violation - Per Chapter 18, Section 18-31(3)b, all noxious weeds are not to exceed eight (8) inches in height. Please remove the noxious weeds from the dirt pile at the condominium site and in the front of the commercial center by October 6, 2004.
5. All other items listed on the punch list are to be completed to the Village of Dexter's standards.

Thank you for your cooperation.

Sincerely,


 Allison Menard
 Community Development Manager

CC: Donna Eureste, Village Manager
 Brad Smith, Dykema Gossett
 Christine Cale, OHM
 Kevin Nowak, OHM

VICTORIA DRIVE TAP FEE CALCULATION

Bldg	House Number on Victoria Drive															
	201	203	205	207	209	211	213	215	217	219	221	223	225	227	229	231
Bldg A	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg B	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg C	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg D	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg E	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg F	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg G	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg H	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg I	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg J	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg K	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg L	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg M	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
Bldg N	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000								
OLD RATE- COMPROMISE ON SOLD UNITS																
1 1/2" Tap Fee	\$2,500	Water														
	\$3,500	Sewer														
	\$175	Extra Meter as needed for multi-unit														
	\$6,175															
Tap fee includes 17 - 2" taps and meters. Does NOT include cost of irrigation meters.																
TOTAL																\$304,000

Building total \$28,000
Commitment to waive first \$10,000



11em 12
ORCHARD, HILTZ & MCCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150

p: (734) 522-6711
f: (734) 522-6427
www: ohm-eng.com

April 16, 2004

Joe Bonar
Blackhawk Development Corporation
7061 Dexter-Ann Arbor Road
Dexter, MI 48130

Re: Easement on Outlot of Dexter Crossing Commercial

Dear Mr. Bonar:

As you may have noticed, during times of high runoff, Dan Hoey Road floods near the entrance to the Dexter Crossing Commercial site. This is due to a low point that was created within the roadway when the approach to Dexter Crossing Commercial tied into Dan Hoey Rd. The additional lane along Dan Hoey Rd was constructed without representation from the Village or their engineers, and was not constructed in such a manner as to promote positive drainage flow. To help remedy the flooding that occurred at this low point, a dry well was installed on the south side of Dan Hoey Rd approximately 100 feet east of the entrance. The dry well was a temporary attempt to remedy the flooding. However, it is not adequate to handle the amount of runoff flowing to that location.

Upon review of the area, we have recommended to the Village that a storm sewer be extended from the existing dry well approximately 90 feet south across the vacant outlot in your possession. The storm sewer would provide an outlet for the runoff to sheetflow over the outlot parcel. This solution would remain until such time as the outlot may be developed; at which point, the storm sewer would be removed and the pipe would be tied into the drainage system on the outlots.

The Village of Dexter is requesting that Blackhawk Development partner with the Village to remedy this problem. To be able to construct the storm sewer in the desired location, Blackhawk Development would need to grant an easement over the storm sewer to the Village of Dexter. Attached is a copy of the easement for your review. Please sign the easement and return it to OHM so that the Village can begin to remedy the problem as soon as possible. In addition, the cost of the proposed temporary solution is approximately \$12,500.00. The Village is requesting that Blackhawk Development contribute to the solution.

Should you have any questions or concerns, please feel free to contact me at (734) 522-6711.

Sincerely,

Rhett Gronevelt, P.E.

Orchard, Hiltz & McCliment, Inc.

cc: Donna Eureste, Village Manager
Allison Menard, Zoning Administrator

VILLAGE OF DEXTER

8140 MAIN STREET DEXTER MI 48130

734.426.8303

FAX: 734.426.5614

Meter Installation Request Form

Date: _____

Meter Installation requested by: _____

Address: _____

Phone number: _____ Contact person: _____

Address for the meter installation:

Victoria Drive Bldg F- Units 273, 275, 277, 279, 281, 283, 285, 287

Lot No: _____

Water/Sewer tap fees: \$ \$28,000

Paid on date: _____

Meter installed on: _____

Account number assigned: _____

FOR TAP REQUESTS: If a water well will be abandoned as part of the tap, the well must be abandoned per the Washtenaw County Department of Environmental Health Regulation. If a well is to be abandoned check here _____

Office Use Only: If above is checked please fax form to 734-222-3930

By signing the "Meter Installation Request Form" the applicant understands and acknowledges these tap fees are based on estimates for usage of water and impact on the Village's water and sewer treatment system and do not necessarily correspond to actual usages and impacts. The fees are non-negotiable and not refundable and are intended to offset current and historical costs in the water and sewer system including, but not limited to, debt previously incurred to construct and maintain the system, ongoing repairs, and capital improvements. The fees are based on what is expected to be the usage by one residential equivalent unit, or REU, on average. One REU is not necessarily equivalent to any given residential unit. Additionally, the applicant acknowledges that the impact of non-residential users of the Village's water and sewer system may be affected by a variety of factors other than raw volume, including but not limited to, flow and peaking patterns and waste characteristics, that may differ from those expected from a residential user. In any case, the applicant hereby acknowledges and agrees that no portion of this fee will be refunded based on any standard including, but not limited to, actual usage or any type of volumetric measure

Signature of Applicant

11/11/2004

[illegible][illegible]

AGENDA 11-22-04

ITEM 11-2

November 12, 2004

Allison Menard
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Dear Allison,

Enclosed find a check in the amount of \$4,250.00 for the replacement of 34 trees in the street right-of-ways in Dexter Crossing Development in conjunction with the Village's Street Tree Replacement Program. This check will replace the check in the amount of \$5,375.00 that I gave you on 10/27/04 and that you will return to us upon receipt of this letter and check.

The original list of trees that I supplied to you on 10/27/04 is still correct with the deletion of the 3 dead trees near the play structure off Carrington and the 6 dead trees on the Commercial Center property.

Although we are paying to replace these 34 dead trees, we are doing so under dispute. As stated in my letter dated 10/5/04, we feel that these 34 dead trees were no longer under the warranty that we were required to provide and that we have no obligation to replace them. We are paying for the replacement of these trees because we feel that we are being held hostage by the Village of Dexter with its refusal to accept dedication of the Dexter Crossing Phases I-V utilities and streets and its refusal to grant Final Zoning Compliances for any units in the Victoria Condominium at Dexter Crossing without these trees being replaced.

Regards,



Matthew Ursitti
Chief Financial Officer

MDU/efs

Enclosure

Cc: Dana A. Dever, Seeligson, DeLoof, Hopper & Dever, PLLC

BLACKHAWK DEVELOPMENT CORPORATION

7061 Dexter-Ann Arbor Road ♦ Dexter, Michigan 48130
(734) 424-2500 ♦ fax (734) 424-2505

Donna Eureste

From: Kathi Ganz [kganz@umich.edu]
Sent: Tuesday, November 16, 2004 10:45 AM
To: Jim Seta; Jim Carson; Donna Fisher; Paul Cousins; Shawn Keough; Joe Semifero; Terry Walters; David Boyle; Donna Eureste
Cc: Terri Klein
Subject: Victoria Condos/Joe Bonar

Dear Dexter Village Council Members and Village Manager ~

I don't really expect to get an answer to this e-mail, nor do I expect it to have any impact on what your ultimate decision is regarding Blackhawk Development, Joe Bonar and the Victoria Condominiums. However, I would like to write this in order for you to put human faces on one of the families being impacted by the feud that seems to be taking place between the village and Mr. Bonar.

My family is in limbo right now, wanting to begin our new lives, but unable to do so because of misunderstandings and broken promises between parties we have nothing to do with. My husband, Paul, and I are getting a divorce, and our two daughters -- Sheralyn, 17, and Jeanette, 12 -- are waiting anxiously to see what this will mean for them as we split from one family into two. Initially, I was scared and unsure about what I could afford in the way of housing, and was understandably delighted when I learned that the condo I had looked at in Dexter Crossing (Victoria Condominiums) was actually within my financial reach. I was approved for a loan, locked in at a desirable interest rate, and assured that I would go to closing before that rate lock expired.

As you may have guessed, that rate lock expired this past week. And still we wait.

Yes, I have spoken with the builder, and yes, he understands my concerns and my anxiety over this issue. He has assured me he is doing all he can, and since I am the kind of person who gives people the benefit of the doubt, I believe him. But from what I have been able to gather, the village of Dexter has chosen *now* to draw a line in the sand, when it has been reported to me by several members that alleged "problems" with this builder go way back. How unfortunate for me, then -- *and* for my daughters -- that these problems were not settled long before now, when it would have made more sense to do so and innocent people would not have been so severely affected.

I can almost hear what is running through your minds right now -- "it's not our fault -- it's the builder", just as when I spoke with Mr. Bonar, he insisted that he is not to blame either. Meanwhile, a family waits. I feel as if I am in the middle of two disgruntled siblings, neither of whom is willing to give an inch, and I am not only frustrated, but I am deeply saddened as well. I want to start my new life, as scary as that is for me. I want to give my daughters a safe, comfortable, and lovely new home. I want to reassure them that they live in a world where mature and responsible people work things out so as not to adversely affect innocent bystanders. But I can't do any of those things. Not yet, anyway. I wanted you all to know that and to know that in *some* way, whether you care to admit it or not -- you *do* hold a part of the responsibility for this situation.

Sincerely,

Kathi Ganz
9652 Daisy Lane

VILLAGE OF DEXTER - ZONING BOARD OF APPEALS 11-22-04

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734)426-8303 ext 15 Fax (734)426-5614

NOTICE OF DECISION

ITEM I - 1

TO: Village Council
Planning Commission

CC: Thomas and Nancy Kuthy, 180 Burwyck Park Dr., Saline, MI 48176

FROM: Allison Menard, Community Development Manager

DATE: Wednesday, November 16, 2004

RE: ZBA Decision (Case #2004-05 3647 and 3667 Inverness Street)

In compliance with the Zoning Board of Appeals Rules of Procedure and Policy, Article III, notice of the following ZBA decisions is given to Village Council and Planning Commission:

Variance Request (ZBA Case #2004-05)

On November 15, 2004, the ZBA held a public hearing and the regular meeting to review a variance request submitted by Thomas and Nancy Kuthy to waive Section 4.03, Nonconforming Lots, to permit the applicant to combine and then split two (2) existing nonconforming lots into two (2) resulting nonconforming lots. The request was made in accordance with Section 4.03, Nonconforming Lots, which states, If two or more lots or combination of lots with contiguous frontage in single ownership are of record at the time of adoption or amendment of this Ordinance, and if all or part of the individual lots do not meet the requirements established for lot width and area, the lots involved shall be considered to be an individual parcel for the purposes of this Ordinance. No portion of said parcel shall be used, occupied, or sold in a manner which diminishes compliance with lot width and area requirements established by this Ordinance, nor shall any division of an parcel be made which creates a lot with width or area less than the requirements stated in this Ordinance. These provisions shall not apply to contiguous lots in single ownership where each of the lots is occupied by a dwelling unit

The ordinance requires that the resulting lots be conforming to the ordinance, however the minimum lot size in the R-3 district is 45,560 sq. ft and the proposed splits will result in 2 lots, 1) 13,054 sq. ft and 2) 17,596 sq. ft. The total property size, if combined, would be 30,641 square feet. The applicant was requesting the variance to permit the parcel to be split into two nonconforming lots that do not meet the minimum lot size.

ZBA Decision

On November 16, 2004, the Village of Dexter Board of Zoning Appeals approved the request submitted by Thomas and Nancy Kuthy to waive Section 4.03 Nonconforming Lots. The motion read as follows:

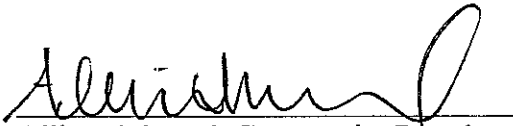
Based on the information provided by the applicant at the November 15, 2004 Zoning Board of Appeals meeting the board determines that the request to waive the requirements of Section 4.03, Nonconforming Lots, submitted by Thomas and Nancy Kuthy to permit the lot combination, then split, of two nonconforming lots into two different nonconforming lots be granted, for the properties located at 3647 and 3667 Inverness Street because the proposed variance meets the conditions required for the granting of a variance.

The determination was made with consideration of following per Section 24.05 of the Village of Dexter Zoning Ordinance:

1. #2 Substantial Justice
 2. #4 Extraordinary Circumstances
- and with the following conditions:
3. That a sign be installed along the driveway prohibiting blocking of the driveway or access
 4. The applicant must also receive approval from the Village Council for a Land Division/Combination prior to the variance to be permitted.

Discussion items included the substantial justice that would be granted to the property owner permitting him to take care of a problem that would plague any property owner. Granting the property owner substantial justice to allow the present applicant or future applicant the ability to finance or sell the property. The ZBA also discussed the extraordinary circumstances of the property based on the structures being built straddling the current property line and by waiving Section 4.03 the structures would be oriented on an individual lot.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Allison Menard', written over a horizontal line.

Allison Menard, Community Development Manager

VILLAGE OF DEXTER – Community Development

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734)426-8303 ext. 15 Fax (734)426-5614

APPLICANT INFORMATION

APPLICANT: Thomas and Nancy Kuthy

DATE: November 12, 2004

PROPERTY # HD-08-05-250-006
HD-08-05-250-007

ADDRESS: 3647 Inverness Street and 3667 Inverness Street

ZONING: R-3 – Multiple Family Residential. The property currently has two structures straddling the parcel line between Lot 5 and Lot 6. The applicant is proposing to combine the parcels and then split them to permit the sale and financing of the structures as separate properties.

BACKGROUND

The applicant has requested a variance from Section 4.03, Nonconforming Lots. The applicant is requesting approval of a lot combination and then a lot split which results in two lots that do not meet the minimum lot size standards for the R-3 District. Upon ruling of the variance the applicant will apply for a land division and must obtain approval from the village council prior to any property alterations.

VARIANCE ANALYSIS

VARIANCE REQUESTED: In an effort to allow the existing structures to be located on individual lots the applicant has requested a variance. The applicant is requesting a variance from the requirement set forth in Section 4.03, Nonconforming Lots, of the Zoning Ordinance that does not permit the creation of nonconforming lots.

The current parcels are approximately 15,473 square feet. The applicant is requesting a variance to combine the two parcels and then split the parcels into two lots. The resulting lots will have a lot size of approximately 13,050 square feet and 17,513 square feet. The applicant is requesting the variance to allow for the financing and sale of the individual structures. Per Section 4.03, Nonconforming Lots, the proposed lots do not meet the minimum lots size requirements for R-3 zoning, thus requiring a variance.

The variance request is as follows:

1. Section 4.03, Nonconforming Lots: The applicant is requesting that the requirement be waived. The existing parcels are nonconforming and the applicant is proposing to make them equally as nonconforming, however making the structures on the parcels conforming to the front, side and rear

yard dimensional standards. The required minimum lot size in the R-3 district is 45,560 square feet. The applicant is proposing to combine and then divide the approximately 15,000 square foot existing parcels into two approximately 13,000 and 17,000 square foot parcels.

SUMMARY

As noted above, the applicant is requesting to combine, and then divide, the lots located at 3647 and 3667 Inverness Street to allow for the financing and sale of the properties. The applicant has also included a shared driveway agreement to maintain the shared access to both of the properties.

	Existing Setbacks	Proposed Setbacks
3647 Inverness	Front – 49' Side – 33' Rear – 47'	Front – 48.5' Side – 17.6' Rear – 52'
3667 Inverness	Front – 49' Side – 33' Rear – 47'	Front – 49' Side – 15.2' Rear – 51.8'

VARIANCE CONSIDERATIONS

No variance or modification of the provisions of this ordinance shall be granted unless the following criteria exist.

- 1. Practical Difficulties:** Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonably prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.

Compliance with the strict letter of the ordinance is not possible. The current parcel is nonconforming because it does not meet the minimum lot size requirements for the R-3 district. The total site, if combined would be 30,605 square feet. The proposal is to combine and then split the property to allow each structure to sit on an individual parcel. If the parcels are split, then combined, the parcels can meet the current setback requirements, but not minimum lot size. The parcel could be combined and be made LESS nonconforming, however the applicant has indicated that financing would still be an issue. If the ZBA would like more information on the financing issues, the applicant will be present at the meeting to answer any questions.

- 2. Substantial Justice:** Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district; or, as an alternative, granting of lesser variance than requested

would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.

The ZBA should consider whether or not substantial justice can be granted to the property owner based on the requested variance. The applicant is requesting a variance to allow for the financing and sale of the properties. The applicant has also expressed that upon purchase of the properties, via land contract, they were unaware of potential problems with the future sale and financing of the properties.

A lesser variance is possible, the applicant could combine the existing properties into one parcel instead of combining the parcels and splitting them again, however, as explained in the included letter, the parcel would still fail to meet the minimum lot size.

- 3. Public Safety and Welfare: The requested variance or appeal can be granted in such fashion that the spirit of these regulations will be observed and public safety and welfare secured.**

The requested variance creates two separate lots that are accessed off of one driveway. The ZBA should ask the applicant to explain how the shared driveway agreement is enforced since there does not appear to be a managing group or an association. By allowing for the splitting of the property, the possibility that different property owners would someday own the properties could potentially create an access issue. The applicant should address how the shared driveway agreement will be enforced in the future if separate property owners owned the properties. The ZBA may also want to ask the applicant why an easement was not appropriate in lieu of a shared driveway agreement. If the variance is approved the ZBA should consider requesting that upon approval of the land division the applicant provide documentation that the shared driveway agreement has been recorded.

- 3. Extraordinary Circumstances: There are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties of other similar uses in the same zoning district. The conditions resulting in a variance request cannot be self-created.**

The subject structures were constructed in 1975 and the applicant purchased the properties in 2001. The conditions were not self created and were not realized by the applicant because of the land contract form of purchase that does not require a mortgage survey. If in 1975 regulations did not exist to prevent structures from being built straddling property lines, the applicant or the previous property owner did not create the conditions.

- 4. No Safety hazard or Nuisance: The granting of a variance or appeal will not increase the hazard of fire or otherwise endanger public safety or create a public nuisance.**

The ZBA should request that the applicant discuss access and how the access will be maintained. The ZBA should also ask the applicant to discuss how the access to the properties is kept safe and clear and how the Fire Department would currently access the property and the location of the nearest fire hydrant. The ZBA may also request that the property owner install signage stating that there is no parking on the driveway entrance.

- 5. Relationship to Adjacent Land Uses:** The development permitted upon granting of a variance shall relate harmoniously in a physical and economic sense with adjacent land uses and will not alter the essential character of the neighborhood. In evaluating this criterion, consideration shall be given prevailing shopping pattern, convenience of access for patrons, continuity of development, and the need of particular services and facilities in specific areas of the Village.

The subject property is zoned R-3 and is used as R-3.

Property Location	Zoning/Use
North	R-3 / Condominiums
East	R-3 / Condominiums
South	R-1B / Single Family
West	R-1B / Single and Multi-Family*

*Base on 2002 Land Use Field Survey and Existing Land Use map

CONCLUSION

As documented in the sections above, we believe that the criteria to grant the variances have been met. The following information should be considered prior to the Zoning Board of Appeals approval of a waiver from Section 4.03, Nonconforming Lot requirements.

1. The ZBA should ask the applicant about any questions/concerns they have regarding financing issues.
2. The applicant should be prepared to explain the shared driveway agreement and answer additional questions raised by the ZBA. The applicant should be prepared to discuss why a permanent ingress and egress easement is not recorded instead of a shared driveway agreement.
3. The ZBA should place a condition on the Section 4.03 waiver that requires the applicant to provide documentation that the shared driveway agreement or easement has been recorded.
4. The ZBA should request that the applicant discuss access and how the access will be maintained. The applicant should also be prepared to discuss how the access to the properties is kept safe and clear, as well as how the Fire Department currently accesses the property or the location of the nearest fire hydrant.

5. The ZBA should consider requesting that the property owner install signage stating that there is no parking on the driveway entrance and that address signs be placed at the entrance of the driveway.

Suggested Motions:

Based on the information provided by the applicant at the November 15, 2004 Zoning Board of Appeals meeting the board determines that the request to waive the requirements of Section 4.03, Nonconforming Lots, submitted by Thomas and Nancy Kuthy to permit the lot combination, then split, of two nonconforming lots into two different nonconforming lots be **(GRANTED / NOT GRANTED)**, for the properties located at 3647 and 3667 Inverness Street because the proposed variance **(MEETS/FAILS TO MEET)** the conditions required for the granting of a variance.

The determination was made with consideration of following per Section 24.05 of the Village of Dexter Zoning Ordinance:

1. _____
2. _____
3. _____
4. The applicant must also receive approval from the Village Council for a Land Division/Combination prior to the variance to be permitted.

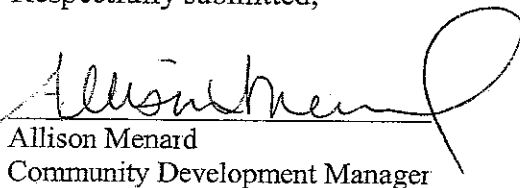
OR

The board moves to postpone the variance request until (____(date)____) to allow the applicant to address the following items:

1. _____
2. _____
3. _____

Please contact me prior to the meeting if you have questions.

Respectfully submitted,


Allison Menard
Community Development Manager

CC: Eureste, Village Manager
Applicant

Thomas & Nancy Kuthy
180 Burwyck Park Dr
Saline, MI 48176
734-646-1587

The Village of Dexter
Zoning Board of Appeals
8140 Main Street
Dexter, MI 48130

October 21, 2004

Dear Members of The Board:

This letter is to request a variance to the Village of Dexter Zoning Ordinances as they pertain to 3647 and 3667 Inverness (Lot 5 and Lot 6, Block 31, together with ½ of the vacated First Street adjacent thereto; addition to the Village of Dexter). The following criteria support this variance request: 1) Extraordinary Circumstances; 2) Substantial Justice; 3) Public Safety and Welfare; and 4) No Safety Hazard or Nuisance.

Background

The subject property consists of two duplexes on two platted lots, zoned R-3. When the property was built in approximately 1975, instead of putting one duplex on each lot, both duplexes were placed across both lots (See attached survey dated June 5, 2001). The duplexes were subsequently sold to Robert & Patricia Knapp of 7550 Grand Street, Dexter and held by the Knapp's for approximately 24 years.

In June of 2001, we purchased the property on Land Contract from Robert & Patricia Knapp. The Land Contract is a form of Seller financing in which we make our down payment to Mr. & Mrs. Knapp, and make monthly payments to them, instead of using a bank for financing. Earlier this year, we initiated discussions with mortgage lenders to see if we could obtain a loan to pay off our Land Contract with the Knapp's and were informed that the property would not qualify for financing.

The reason the property does not qualify has to do with the way the duplexes are placed on the lots. The property has two parcel numbers, one corresponding to Lot 6 and one corresponding to Lot 5. However, neither building sits solely on Lot 6 or solely on Lot 5. Therefore if the bank needed to foreclose on one parcel or the other, they could not do so.

Our immediate reaction was to see if we could combine the parcels into one, and then take one loan on the property. This option runs into another problem with determining the appraised value. According to the standards for proper appraisals, this property must

be appraised as two separate parcels because there are two separate buildings of equal value. It cannot simply be appraised as a 4-unit building, because it is two 2-unit buildings. Without a proper appraisal, no bank can lend on the property.

Because of these extraordinary circumstances the subject property cannot be financed (See attached letters from Flagstar Bank and Statewide Home Mortgage).

Requested Variance

We are requesting that Zoning Board of Appeals grant it's permission to redraw the parcel boundaries as indicated in the attached Certified Survey dated August 12, 2004. The proposed new parcels would each contain one duplex, and thereby qualify for bank financing.

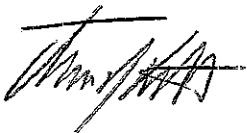
The new parcels do not meet the minimum lot size for R-3, however, neither do the current parcels, nor would a combined single parcel. The request is to go from a currently non-conforming situation to a less non-conforming situation, and thereby relieve us of the undue burden caused by the current parcel definitions.

Rationale for Granting the Requested Variance

1. **Extraordinary Circumstances.** This is clearly an exceptional situation that applies only to this specific property. This situation was not self created, but rather unintentionally created by the builder 29 years ago, with unforeseen consequences for future owners of the property.
2. **Substantial Justice.** Granting this variance would not convey any special privileges to the owner of this property. On the contrary, this variance would simply allow the owner to have the ability to finance the property in the same manner that all other owners of similar property enjoy.
3. **Public Safety and Welfare; No Safety Hazard or Nuisance.** The requested variance does not pose any new risks or concerns to the public safety or welfare. The property will continue to be used in the same maner in which it has been safely used for nearly three decades. In addition, as part of this request we have drafted and attached a shared driveway agreement that grants mutual easements to both parcels for ingress and egress. This will improve the welfare of all future owners and tenants of these parcels.

Your consideration in this matter is greatly appreciated.

Sincerely,



Thomas Kuthy



Nancy Kuthy



2610 W. Liberty, Suite A
Ann Arbor, Michigan 48103
Phone: (734) 786-0040
Fax: (734) 786-0050
www.flagstar.com

October 21, 2004

To The Dexter Zoning Board of Appeals:

I have investigated the possibility of financing the duplexes owned by Tom Kuthy and I cannot find any lenders to do it as it currently stands

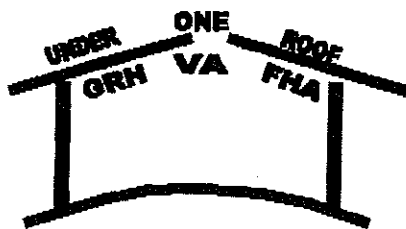
The underwriters I spoke with all tell me that they cannot lend against this property unless each duplex sits on a separate lot. Further, I discussed this with appraisers, and they tell me that it cannot be appraised as a 4 unit on one parcel because it is comprised of two buildings

The only way we could lend against it is if the parcels are redrawn to each contain one duplex.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Miller", written over a horizontal line.

Mark J. Miller
Loan Officer
Flagstar Bank

**Statewide Home Mortgage of Toledo****2340 Detroit Ave.****Suite B****Maumee, Ohio 43537****Phone: (419) 482-6520 Fax: (419) 482-6522****Toll Free: (800) 213-3489**

To The Dexter Zoning Board of Appeals:

This is to confirm that Thomas and Nancy Kuthy have approached me about re-financing their duplexes located at 3747 Inverness in the Village of Dexter, and I am unable to find any lenders willing to finance this transaction.

I have approached several senior underwriters, including those at Chase Manhattan Bank, Citimortgage, and Wells Fargo Home Mortgage. They have all stated that cannot lend against this property unless each duplex sits on a separate lot.

Sincerely,

Brad Norden
Senior Loan Officer
Statewide Home Mortgage

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President of Council and Council
From: Donna Eureste, Village Manager
Date: November 22, 2004
Re: VM Report

11-22-04
I-4

1. There was concern about the publishing cost for the Term Change Ordinances recently adopted by Village Council. These Ordinances provide for a 45-day period in which registered electors of the village may file a petition, which would place the Ordinances on the ballot. Publication of these Ordinances is the only way to allow the electors this opportunity and to fully comply with the requirement. Publication and public hearings also make the proposed changes and or actions of Council transparent to the public. Adequate disclosure in matters that directly impact Council members can help reduce future questions of motive. This is the same process used when the Treasurer position was changed from an elected position to an appointed position.
2. Negotiations with Teamsters will begin this month and continue until a new contract is signed. The current contract expires March 1, 2005. In order to keep Council updated on the progress of negotiations it will be necessary over the next several months to call closed sessions at the beginning or end of regular Council meetings.
3. I will be exchanging wedding vows with Donald Dettling on Saturday morning, November 27, 2004 in a small family ceremony. We will be leaving on our honeymoon on December 2nd, and I will return to work on December 15th. I have left the Village in the very capable hands of John Hanifan.
- 4.

10 2
10 8 5 4 1

VENDOR APPROVAL SUMMARY REPORT

Date: 11/17/2004

Time: 1:49pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AAAAHA	AMATUER HO	christmas decorations	124.00	0.00
ACCIDENT FUND COMPANY	ACCIDENT F	workers comp #1 & 2 of 11	3,314.00	0.00
ANN ARBOR NEWS	A2 NEWS	term ordinance trustee	706.80	0.00
ATS	ATS	village - alpha metal project	1,562.38	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	health care dec. 2004	13,478.97	0.00
BRIDGEWATER TIRE COMPANY, INC	BRIDGE TIR	air up tires check for leaks	96.00	0.00
CARDINAL GARDENS	CARDINAL	grounds work DOA	220.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	dev. reviews boulder pk phase	1,457.70	0.00
CHELSEA AREA TRANSPORTATION	CATS	CATS monthly fee	833.00	0.00
CINTAS CORPORATION	CINTAS	october uniforms	595.30	0.00
COMFORT ZONE MECHANICAL	COMFORT ZO	install electrical heater new @ S.H. Group	1,385.00	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	no lead gas Facility	1,374.63	0.00
CRIBLEY WELL DRILLING CO INC	CRIBLEY	bottled water	40.00	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	water softner	139.00	0.00
DEXTER AREA CHAMBER	DEX CHAMBE	4th quarter chamber dues	750.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	money receipt book	2.95	0.00
DEXTER MILL	DEX MILL	3 jeans	192.15	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	dec. rent	200.00	0.00
DOAN COMPANIES	DOAN	fourth & hudson	685.35	0.00
DTE ENERGY	DET EDISON	oct electric	15,113.08	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	traffic/signal lights	3,777.70	0.00
DYKEMA GOSSETT PLLC	DYKEMA	review ord. parking & fire	4,969.27	0.00
GREEN OAK TIRE, INC.	GREEN OAK	tire sealer	238.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	hydrant flush, leaf pick, zonin	121.50	0.00
HESTON ASPJALT & SEAL COATING	HESTON	reimb. for damage to garbage ca Pave Path	11,457.00	0.00
IDEXX DISTRIBUTION CORP	IDEXX DIST	account balance	27.00	0.00
JOE SEMIFERO	SEMIFERO	replacement for pay 2077	73.88	0.00
JOHN'S SANITATION	JOHNS SAN	2 units fire hall park	160.00	0.00
LARRY'S MOWER SHOP, INC.	LARRYS MOW	stihl saw, repair recoil	247.54	0.00
MICHIGAN CONFERENCE OF	MI TEAMSTE	nov dental and optical	2,296.00	0.00
MICHIGAN DEPT OF ENVIRONMENTAL	MI DEQ SUR	comm. public water supply fee	883.34	0.00
MILLER, CANFIELD, PADDOCK &	MILLER CAN	matter # 022911/0019 Wm. Beach	3,822.00	0.00
MORTON SALT	MORTON SAL	bulk safty salt	1,586.97	0.00
NATIONAL CITY BANK OF MI-IL	NAT C CORP	dec. rent village office	550.00	0.00
NATURE SERVICES, INC.	NATURE	7950 fifth, 4th st. tag 926	3,410.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	oct. 7 - nov 6, 2004	392.97	0.00
OFFICE DEPOT CREDIT PLAN	OFFICE DEP	leather chair Jow	83.42	0.00
OHM	OHM GEO	CA/CE Fifth st. drainage impro / Control St	11,968.63	0.00
PEGGY GEER	GEER	tree refund	250.00	0.00
POSTER COMPLIANCE	POSTER SER	3 MI State Posters	96.75	0.00
POSTMASTER	US POSTAL	neopost refill postage meter	448.11	0.00
PRINT-TECH, INC.	PRINT TECH	news letter, & mail service	548.76	0.00
RONALD A. MEYER ELECTRIC, INC.	RON MEYER	install banner DDA	175.00	0.00
S.F. STRONG	SF STRONG	c-fold rolls tissue & disinfec	179.78	0.00
SOUTHEAST MICHIGAN COUNCIL	SEMOG	membership dues march 04-05	830.00	0.00
SRIJEET MITRA	MITRA	water rental refund	35.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	credit tax	55.34	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	service - 10/10/04 install cab	2,482.17	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	legal services - sept 04	671.16	0.00
WASHTENAW COUNTY IREASURER	W CTY TREA	law enforcement Nov. 2004	20,208.89	0.00
WASTE MANAGEMENT	WASTE MANA	30 yard roll off	32,708.12	0.00
WILLIAM FRENCH	FRENCH	refund for tree project	250.00	0.00
YANKEE ENVIRONMENTAL	YANKEE	ran drain lines p.m. program	3,080.00	0.00
Grand Total:			150,354.61	0.00

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Assets, Liabilities & Revenue						
101-000.000-255.001	Pass Thru	WILLIAM FRENCH	0		11/23/2004	250.00
		refund for tree project				
101-000.000-255.001	Pass Thru	PEGGY GEER	0		11/23/2004	250.00
		tree refund				
Total Assets, Liabilities & Revenue						500.00
Dept: Village Council						
101-101.000-702.000	Elected	JOE SEMIFERO	0		11/23/2004	73.88
		replacement for pay 2077		PAYROLL CHECK 2077		
101-101.000-802.000	Profession	MILLER, CANFIELD, PADDOCK & matter # 022911/0019 Wm. Beach	0	754866	11/23/2004	3,822.00
101-101.000-901.000	Printing &	ANN ARBOR NEWS	0		11/23/2004	96.04
		elect. notice term change		2034023		
101-101.000-901.000	Printing &	ANN ARBOR NEWS	0		11/23/2004	98.22
		electorial notice term change		2034047		
101-101.000-901.000	Printing &	ANN ARBOR NEWS	0		11/23/2004	241.01
		term office president / clerk		2034028		
101-101.000-901.000	Printing &	ANN ARBOR NEWS	0		11/23/2004	271.53
		term ordinance trustee		2034049		
101-101.000-901.000	Printing &	PRINT-TECH, INC	0		11/23/2004	548.76
		news letter , & mail service		160224		
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER	0		11/23/2004	150.00
		dec. rent		DECEMBER RENT		
101-101.000-958.000	Membership	DEXTER AREA CHAMBER	0		11/23/2004	750.00
		4th quarter chamber dues		FOURTH QUARTER		
101-101.000-958.000	Membership	SOUTHEAST MICHIGAN COUNCIL	0		11/23/2004	830.00
		membership dues march 04-05		030104		
Total Village Council						6,881.44
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	987.06
		health care dec. 2004		12/1/04- 12/31/04		
101-172.000-721.000	Health & L	MICHIGAN CONFERENCE OF	0		11/23/2004	303.60
		nov dental and optical		NOV 2004		
101-172.000-727.000	Office Sup	OFFICE DEPOT CREDIT PLAN	0		11/23/2004	83.42
		leather chair		2619768210010		
101-172.000-955.000	Miscellaneous	AAAHA	0		11/17/2004	124.00
		christmas decorations		NOVEMBER		
Total Village Manager						1,498.08
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC	0		11/23/2004	4,969.27
		review ord. parking & fire		999154		
Total Attorney						4,969.27
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	831.14
		health care dec. 2004		12/1/04- 12/31/04		
101-253.000-721.000	Health & L	MICHIGAN CONFERENCE OF	0		11/23/2004	101.20
		nov dental and optical		NOV 2004		
Total Village Treasurer						932.34
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP	0		11/23/2004	2.95
		money receipt book		694		
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		11/23/2004	64.12
		hp recycled case		3049864418		
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		11/23/2004	-8.78
		credit tax		3049864418 CR		
101-265.000-728.000	Postage	POSTMASTER	0		11/16/2004	238.11
		neopost refill postage meter				
101-265.000-920.000	Utilities	DTE ENERGY	0		11/16/2004	32.30
		oct electric		29495420043		
101-265.000-920.000	Utilities	DTE ENERGY	0		11/16/2004	313.03
		oct. electric		294954200050 OCI.		
101-265.000-920.000	Utilities	NATIONAL CITY BANK OF MI-IL	0		11/23/2004	550.00
		dec. rent village office		DEC 2004 RENT		
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		11/23/2004	115.55
		oct 7 - nov. 6, 2004		593543512-032		

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Buildings & Grounds						
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION village office mats & soap	0	300494173	11/23/2004	31.35
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION soap & mats village office	0	300504236	11/23/2004	31.35
101-265.000-955.000	Miscellaneous	CRIBLEY WELL DRILLING CO INC bottle water	0	25649	11/23/2004	12.00
101-265.000-955.000	Miscellaneous	POSTER COMPLIANCE 3 MI State Posters	0	640634-MI	11/23/2004	96.75
101-265.000-974.000	CIP Capita	COMFORT ZONE MECHANICAL install electrical heater new	0	916	11/23/2004	1,385.00
Total Buildings & Grounds						2,863.73
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER law enforcement Nov. 2004	0	10788	11/23/2004	20,208.89
101-301.000-920.000	Utilities	DTE ENERGY electric & gas Sept & Oct	0	321995300118-OCT	11/16/2004	370.45
101-301.000-920.000	Utilities	DTE ENERGY electric & gas Sept & Oct	0	321995300118-OCT	11/16/2004	103.56
101-301.000-935.000	Bldg Maint	CINTAS CORPORATION police mats	0	300494171	11/23/2004	19.45
101-301.000-935.000	Bldg Maint	CINTAS CORPORATION police mats	0	300499190	11/23/2004	19.45
101-301.000-935.000	Bldg Maint	CINTAS CORPORATION police mats	0	300504234	11/23/2004	19.45
101-301.000-935.000	Bldg Maint	CINTAS CORPORATION police mats	0	300509275	11/23/2004	19.45
Total Law Enforcement						20,760.70
Dept: Fire Department						
101-336.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	2,525.39
101-336.000-721.000	Health & L	MICHIGAN CONFERENCE OF nov dental and optical	0	NOV 2004	11/23/2004	506.00
101-336.000-920.000	Utilities	DTE ENERGY electric & gas Sept & Oct	0	321995300118-OCT	11/16/2004	138.08
Total Fire Department						3,169.47
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	319.67
101-400.000-721.000	Health & L	MICHIGAN CONFERENCE OF nov dental and optical	0	NOV 2004	11/23/2004	101.20
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES master plan begin revision	0	241166	11/23/2004	440.00
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES general consult. zoning amend	0	241163	11/23/2004	225.00
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES planning & dev. coordin.	0	241162	11/23/2004	350.00
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES baker rd joint initiative	0	241167	11/23/2004	162.70
101-400.000-820.001	Plan Rev	CARLISLE-WORTMAN ASSOCIATES develop. review monument pk	0	241165	11/23/2004	167.50
101-400.000-820.001	Plan Rev	CARLISLE-WORTMAN ASSOCIATES dev. reviews boulder pk phase	0	241164	11/23/2004	112.50
101-400.000-901.000	Printing &	HERITAGE NEWSPAPERS hydrant flush, leaf pick, zoning	0	1776768	11/23/2004	49.50
Total Planning Department						1,928.07
Dept: Department of Public Works						
101-441.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	264.69
101-441.000-721.000	Health & L	MICHIGAN CONFERENCE OF nov dental and optical	0	NOV 2004	11/23/2004	116.38
101-441.000-740.000	Operating	CRIBLEY WELL DRILLING CO INC bottled water	0	25813	11/23/2004	8.00
101-441.000-745.000	Uniform Al	CINTAS CORPORATION uniforms	0	300491630	11/23/2004	52.53
101-441.000-745.000	Uniform Al	CINTAS CORPORATION october uniforms	0	300501678	11/23/2004	52.53

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Account	Abbrev	Invoice Description	Number	Number	Date	Amount
Fund: General Fund							
Dept: Department of Public Works							
101-441.000-745.000	Uniform Al	CINPAS CORPORATION		0		11/23/2004	52.53
		october uniforms			300506717		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION		0		11/23/2004	52.53
		uniforms			300496631		
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY		0		11/23/2004	787.21
		diesel low sulfur			633445		
101-441.000-804.000	Tree Servi	NATURE SERVICES, INC.		0		11/23/2004	2,790.00
		3360 Edison remove elm tree			1445		
101-441.000-804.000	Tree Servi	NATURE SERVICES, INC.		0		11/23/2004	270.00
		storm damage tree work			1444		
101-441.000-804.000	Tree Servi	NATURE SERVICES, INC.		0		11/23/2004	350.00
		7950 fifth , 4th st tag 926			1443		
101-441.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	370.45
		electric & gas Sept & Oct			321995300118-OCT		
101-441.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	103.56
		electric & gas Sept & Oct			321995300118-OCT		
101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS		0		11/23/2004	115.55
		oct. 7 - nov. 6, 2004			593543512-032		
101-441.000-937.000	Equip Main	LARRY'S MOWER SHOP, INC.		0		11/23/2004	247.54
		stihl saw, repair recoil			183923		
101-441.000-939.000	Vehicle Ma	BRIDGEWATER TIRE COMPANY, INC		0		11/23/2004	96.00
		air up tires check for leaks			35623		
101-441.000-939.000	Vehicle Ma	GREEN OAK TIRE, INC.		0		11/23/2004	238.00
		tire sealer			01-31272		
101-441.000-970.001	Cap Sidewa	DOAN COMPANIES		0		11/23/2004	685.35
		fourth & hudson			102790		
Total Department of Public Works							6,652.85
Dept: Downtown Public Works							
101-442.000-802.000	Profession	CARDINAL GARDENS		0		11/23/2004	220.00
		grounds work			224		
101-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER		0		11/23/2004	50.00
		dec. rent			DECEMBER RENT		
101-442.000-802.000	Profession	RONALD A. MEYER ELECTRIC, INC		0		11/23/2004	175.00
		install banner			8680		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	170.77
		sept & oct electric			294954200084 OCI		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	55.67
		oct electric			202373300013 OCI		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	79.77
		october electric			321995300068 OCT		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	674.60
		oct. electric			321995300076 OCT		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	137.88
		oct electric			294954200035 OCT		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	127.01
		oct electric			294954200027 OCT		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	81.57
		oct electric			294954200019 OCI		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	82.82
		oct electric			202764900017 OCI		
101-442.000-920.000	Utilities	DTE ENERGY		0		11/16/2004	64.90
		oct electric			321995300126 OCI		
Total Downtown Public Works							1,919.99
Dept: Storm Water							
101-445.000-802.000	Profession	HERITAGE NEWSPAPERS		0		11/23/2004	27.00
		storm water cd/fr			1775800		
Total Storm Water							27.00
Dept: Municipal Street Lights							
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		11/23/2004	1,998.91
		co owned ornamental item 12526			00007727-1-NOV		
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		11/23/2004	1,544.34
		co. owned overhead			0000-7727-1-OCI		
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		11/23/2004	234.45
		traffic/signal lights			0000-7727-1 OCT04		
Total Municipal Street Lights							3,777.70
Dept: Solid Waste							

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account		Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Solid Waste							
101-528 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	230.17
			health care dec. 2004		12/1/04- 12/31/04		
101-528 000-721 000	Health & L		MICHIGAN CONFERENCE OF	0		11/23/2004	101.20
			nov dental and optical		NOV 2004		
101-528 000-805 000	Solid Wast		WASIE MANAGEMENT	0		11/23/2004	14,559.55
			october 2004		1226239		
101-528 000-805 000	Solid Wast		WASTE MANAGEMENT	0		11/23/2004	17,771.41
			october service		1148185		
101-528 000-901 000	Printing &		HERITAGE NEWSPAPERS	0		11/23/2004	22.50
			hydrant flush, leaf pick, zonin		1776768		
Total Solid Waste							32,684.83
Dept: Parks & Recreation							
101-751 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	80.56
			health care dec. 2004		12/1/04- 12/31/04		
101-751 000-721 000	Health & L		MICHIGAN CONFERENCE OF	0		11/23/2004	35.42
			nov dental and optical		NOV 2004		
101-751 000-944 000	Portable T		JOHN'S SANITATION	0		11/23/2004	160.00
			2 units fire hall park		15249		
101-751 000-974 000	CIP Capita		HESSTON ASPHALT & SEAL COATING	0		11/23/2004	11,890.00
			pave path		3168		
101-751 000-974 000	CIP Capita		HESSTON ASPHALT & SEAL COATING	0		11/23/2004	-433.00
			reimb. for damage to garbage ca		3168 R		
Total Parks & Recreation							11,732.98
Dept: Insurance & Bonds							
101-851 000-910 000	Work Comp		ACCIDENT FUND COMPANY	0		11/23/2004	836.00
			workers comp #1 & 2 of 11		1 & 2 OF 11		
Total Insurance & Bonds							836.00
Dept: Transfers Out - Control							
101-965 000-999 001	CATS		CHELSEA AREA TRANSPORTATION	0		11/23/2004	833.00
			CATS monthly fee		DECEMBER 2004		
Total Transfers Out - Control							833.00
Fund Total							101,967.45
Fund: Major Streets Fund							
Dept: Routine Maintenance							
202-463 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	230.17
			health care dec. 2004		12/1/04- 12/31/04		
202-463 000-721 000	Health & L		MICHIGAN CONFERENCE OF	0		11/23/2004	101.20
			nov dental and optical		NOV 2004		
202-463 000-910 000	Work Comp		ACCIDENT FUND COMPANY	0		11/23/2004	76.22
			workers comp #1 & 2 of 11		1 & 2 OF 11		
Total Routine Maintenance							407.59
Dept: Traffic Services							
202-474 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	80.56
			health care dec. 2004		12/1/04- 12/31/04		
202-474 000-721 000	Health & L		MICHIGAN CONFERENCE OF	0		11/23/2004	35.42
			nov dental and optical		NOV 2004		
202-474 000-910 000	Work Comp		ACCIDENT FUND COMPANY	0		11/23/2004	26.51
			workers comp #1 & 2 of 11		1 & 2 OF 11		
Total Traffic Services							142.49
Dept: Winter Maintenance							
202-478 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	115.09
			health care dec. 2004		12/1/04- 12/31/04		
202-478 000-721 000	Health & L		MICHIGAN CONFERENCE OF	0		11/23/2004	50.60
			nov dental and optical		NOV 2004		
202-478 000-740 000	Operating		MORION SALT	0		11/23/2004	1,586.97
			bulk safty salt		302607		
202-478 000-910 000	Work Comp		ACCIDENT FUND COMPANY	0		11/23/2004	38.94
			workers comp #1 & 2 of 11		1 & 2 OF 11		
Total Winter Maintenance							1,791.60

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Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Major Streets Fund							
Fund Total							2,341.68
Fund: Local Streets Fund							
Dept: Contracted Road Construction							
203-451.000-970.000	Capital Im	OHM (CA/CE Fifth st. drainage impro	0	101210	11/23/2004	4,385.00
Total Contracted Road Construction							4,385.00
Dept: Routine Maintenance							
203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	69.05
203-463.000-721.000	Health & L	MICHIGAN CONFERENCE OF	nov dental and optical	0	NOV 2004	11/23/2004	30.36
203-463.000-910.000	Work Comp	ACCIDENT FUND COMPANY	workers comp #1 &2 of 11	0	1 & 2 OF 11	11/23/2004	23.20
Total Routine Maintenance							122.61
Dept: Traffic Services							
203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	23.02
203-474.000-721.000	Health & L	MICHIGAN CONFERENCE OF	nov dental and optical	0	NOV 2004	11/23/2004	10.12
203-474.000-910.000	Work Comp	ACCIDENT FUND COMPANY	workers comp #1 &2 of 11	0	1 & 2 OF 11	11/23/2004	8.29
Total Traffic Services							41.43
Dept: Winter Maintenance							
203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	57.50
203-478.000-721.000	Health & L	MICHIGAN CONFERENCE OF	nov dental and optical	0	NOV 2004	11/23/2004	25.30
203-478.000-910.000	Work Comp	ACCIDENT FUND COMPANY	workers comp #1 &2 of 11	0	1 & 2 OF 11	11/23/2004	18.23
Total Winter Maintenance							101.03
Fund Total							4,650.07
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	health care dec. 2004	0	12/1/04- 12/31/04	11/23/2004	3,359.73
590-548.000-721.000	Health & L	MICHIGAN CONFERENCE OF	nov dental and optical	0	NOV 2004	11/23/2004	414.92
590-548.000-728.000	Postage	POSTMASTER	neopost refill postage meter	0		11/16/2004	100.00
590-548.000-743.000	Chem Lab	CULLIGAN WATER CONDITIONING	water softner	0	20661	11/23/2004	139.00
590-548.000-743.000	Chem Lab	IDEXX DISTRIBUTION CORP	account balance	0	208980 B	11/23/2004	27.00
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	uniforms	0	300491631	11/23/2004	34.90
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	october uniforms	0	300496632	11/23/2004	34.90
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	october uniforms	0	300501679	11/23/2004	34.36
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	october uniforms	0	300506718	11/23/2004	34.90
590-548.000-745.000	Uniform Al	DEXTER MILL	3 jeans	0	95991	11/23/2004	93.00
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	no lead gas	0	633446	11/23/2004	587.42
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC	service - 10/10/04 install cab	0	529613	11/23/2004	2,482.17
590-548.000-802.000	Profession	VARNUM, RIDDERING, SCHMIDT	legal services - sept 04	0	661025	11/23/2004	671.16
590-548.000-802.000	Profession	YANKEE ENVIRONMENTAL	ran drain lines p.m. program	0	1217	11/23/2004	3,080.00
590-548.000-824.000	Testing &	ATS	village - alpha metal project	0	2011	11/23/2004	1,562.38

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Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Departmentg						
590-548 000-910.000	Work Comp	ACCIDENT FUND COMPANY	0		11/23/2004	447.34
		workers comp #1 & 2 of 11		1 & 2 OF 11		
590-548 000-920.000	Utilities	DTE ENERGY	0		11/16/2004	1,404.63
		sept & oct electric		321995300100-OCI		
590-548 000-920.000	Utilities	DTE ENERGY	0		11/16/2004	27.04
		oct electric		321995300092-OCT		
590-548 000-920.000	Utilities	DTE ENERGY	0		11/16/2004	726.93
		oct electric		466742700019 OCT		
590-548 000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		11/23/2004	92.44
		oct. 7 - nov. 6, 2004		593543512-032		
590-548 000-935.000	Bldg Maint	WASTE MANAGEMENT	0		11/23/2004	377.16
		30 yard roll off		1149803-1389-3		
Total Sewer Utilities Departmentg						21,731.38
Fund Total						21,731.38
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556 000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		11/23/2004	4,305.17
		health care dec. 2004		12/1/04- 12/31/04		
591-556 000-721.000	Health & L	MICHIGAN CONFERENCE OF	0		11/23/2004	363.08
		nov dental and optical		NOV 2004		
591-556 000-728.000	Postage	POSTMASTER	0		11/16/2004	110.00
		neopost refill postage meter				
591-556 000-740.000	Operating	CRIBLEY WELL DRILLING CO INC	0		11/23/2004	20.00
		bottled water		25749		
591-556 000-740.000	Operating	S.F. STRONG	0		11/23/2004	179.78
		c-fold rolls tissue & disinfec		099025-00		
591-556 000-745.000	Uniform Al	CINTAS CORPORATION	0		11/23/2004	26.27
		uniforms		300491631		
591-556 000-745.000	Uniform Al	CINTAS CORPORATION	0		11/23/2004	26.27
		october uniforms		300496632		
591-556 000-745.000	Uniform Al	CINTAS CORPORATION	0		11/23/2004	26.81
		october uniforms		300501679		
591-556 000-745.000	Uniform Al	CINTAS CORPORATION	0		11/23/2004	26.27
		october uniforms		300506718		
591-556 000-745.000	Uniform Al	DEXTER MILL	0		11/23/2004	32.55
		socks & shirt		91809		
591-556 000-745.000	Uniform Al	DEXTER MILL	0		11/23/2004	66.60
		brn jeans (2)		92072		
591-556 000-802.000	Profession	MICHIGAN DEPT OF ENVIRONMENTAL	0		11/23/2004	883.34
		comm. public water supply fee		WSSN: 01810 DEXTER		
591-556 000-830.000	Engineerin	OHM	0		11/23/2004	7,583.63
		CA/CE central st. water main		101211		
591-556 000-901.000	Printing &	HERITAGE NEWSPAPERS	0		11/23/2004	22.50
		hydrant flush, leaf pick, zonin		1776768		
591-556 000-910.000	Work Comp	ACCIDENT FUND COMPANY	0		11/23/2004	1,839.27
		workers comp #1 & 2 of 11		1 & 2 OF 11		
591-556 000-920.000	Utilities	DTE ENERGY	0		11/16/2004	9.45
		oct electric		321995300084 OCT		
591-556 000-920.000	Utilities	DTE ENERGY	0		11/16/2004	4,038.61
		oct electric		294954200068 OCT		
591-556 000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		11/23/2004	69.43
		oct. 7 - nov. 6, 2004		593543512-032		
591-556 000-955.000	Miscellane	SRIJEE MITRA	0		11/23/2004	35.00
		water rental refund		072503		
Total Water Utilities Department						19,664.03
Fund Total						19,664.03
Grand Total						150,354.61

**Village of Dexter
Treasurer/Finance
Director's Office**

AGENDA 11-22-04

ITEM L-1

Memo

To: Donna Eureste
From: Marie Sherry
CC: Village Council
Date: 11/17/2004
Re: Audit Proposals

On October 22nd, I sent a Request for Proposals for Audit Services to auditors who are members of the Michigan Municipal Finance Officers Association (MMFOA), and to auditors who perform services for other Washtenaw County communities. The reason for my desire to go out for bids at this time is two-fold: First, I feel that it is time that the Village move to the next higher level in our financial reporting, with the development of a Comprehensive Annual Fiscal Report (CAFR), and second is the need to implement GASB 34 at the end of this current fiscal year. In addition, I believe that it make good sense from a budget perspective to have a multi-year contract with an auditor, so that we will know in advance what the costs will be. I requested that firms bid for three years, with an additional two year option.

We received bids from five different firms. I reviewed each bid extensively, looking in particular for certain traits. I wanted a company that specializes in municipal auditing; has knowledge of and/or involvement with the Government Finance Officers Association (GFOA) and/or the MMFOA; has experience with the preparation CAFR's that have obtained GFOA's certification; has assisted a municipality in the implementation of GASB 34; has free telephone consultations throughout the year; and has experience with a broad range of municipal finance issues such as DDA's and LDFA's, Act 51 requirements, and the ever-changing GASB circulars.

The three year bids ranged from \$24,000 to \$35,325. Only two of the five firms gave me bids for an additional two years. After careful review of the bid proposals, using the criteria listed above, I feel that the two lowest bidders, Willis & Jurasek, CPAs and Yeo & Yeo, P C do not meet enough of the criteria for serious consideration. While Willis & Jurasek would have auditors assigned to the Village with municipal experience, they stated in their bid that the implementation of GASB 34 may cause an increase in their fees, and that they do not have experience with the GFOA's certification program. Yeo & Yeo do have auditors with municipal experience within their company as shown in their client list, however the auditors proposed to be assigned do not, according to their bios. Neither firm specifically addressed specific experience with GASB 34 implementation or the preparation of a CAFR.

The next three bids were from firms with similar qualifications. They all meet a majority of the criteria set forth above. BKR Dupuis & Ryden, the high bidder, did not give me a bid that included the additional two year option, so I have rejected their bid. This leaves remaining the firms of Post, Smythe, Lutz & Ziel LLP (PSL&Z) and Rehman Robson (RR). RR bid a total three year contract of \$29,400, and PSL&Z bid \$31,875. Because these two firms are so close in their bid price and their qualifications, I decided to look for things in their bids that would benefit the Village.

Nate Balderman of RR and Rana Emmons of PSL&Z, who are the proposed audit managers, are both known to me through their involvement with the MMFOA. They are both very qualified and capable individuals. I reviewed their bios, and I like the fact that Rana Emmons has experience not only with villages such as Barton Hills and Lake Orion, but also has experience auditing DDAs and Economic Development Corporations. Both auditors have extensive experience with the implementation of GASB 34, including the development of the Management Discussion and Analysis letter, but PSL&Z directly lists their experience helping the City of Clawson with their implementation. Both auditors have experience with the development of a certifiable CAFR, however PSL&Z's bid document includes the offer to directly assist with the development of a GFOA certifiable CAFR up to the amount of \$2,500. They assisted the City of Wayne to achieve that award. Finally, PSL&Z's stated hourly rate for additional services (such as assisting with the GASB 24 implementation, if necessary) is significantly lower than RR's (Partner at \$140 vs \$150, and staff at \$95 vs \$150).

It is my recommendation that the Village enter into a three year contract with Post, Smythe, Lutz and Ziel LLP for auditing services as set forth in the Village's Request for Proposals dated October 22, 2004 and their bid document dated November 5, 2004, with the option to renegotiate the final two years and extend the contract through fiscal year ending 2009 at the Village's desire. I have the actual bid documents available for review, and I would be happy to answer any questions that you or Council may have.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Eureste, Village Manager
Date: November 22, 2004
Re: PROPOSED PURCHASING POLICY

AGENDA
ITEM L-2
11-22-04

One of the objectives established during the Budget Planning Work Session was to implement a village purchasing policy. This is needed to standardize purchasing by administrative staff and encourage competition among vendors. John Hanifan put together the proposed policy, which was reviewed by staff. After evaluation and input by Village Council the Village Purchasing Policy may be adopted by motion.

As a housekeeping measure an ordinance to amend Chapter 2, Article III, powers and duties of the Village Manager will be necessary to fully integrate the Purchasing Policy. This will make the implementation of the Purchasing Policy a requirement per the Ordinance.

As always if you have questions, please contact John Hanifan or myself prior to the meeting when possible.

Thanks,

FINAL DRAFT
NOVEMBER 22, 2004
SUBMITTED FOR REVIEW

PURCHASING POLICY – VILLAGE OF DEXTER

1) THE PROCUREMENT OF SUPPLIES AND SERVICES FOR THE VILLAGE OF DEXTER SHALL BE ACCOMPLISHED UNDER THE FOLLOWING OBJECTIVES:

- (A) To procure for the Village supplies and contractual services of the highest quality and at the least expense to the Village;
- (B) To endeavor to obtain as full and open competition as possible on all purchases and sales;
- (C) To exploit the possibility of buying in sufficient substantial quantities as to take full advantage of available discounts;
- (D) To act so as to procure for the Village all tax exemptions to which it is entitled;
- (E) To promote local supplies and contractual services by identifying local suppliers and contractors, and providing notice and opportunity to bid to local suppliers and contractors in the Village bid process. Nothing in this guideline, however, shall be interpreted to be in conflict with Act 196 of the Public Acts of 1973, as amended.
- (F) To join with other units of government in cooperative purchase plans when the best interests of the Village would be served thereby.
- (G) To declare vendors who default on their quotations irresponsible bidders and to disqualify them from receiving any business from the Village for a stated period of time.
- (H) To authorize the Village Manager or designee, consistent with this chapter, and with the approval of the Village Manager, to adopt operational procedures relating to the execution of cost effective procurement for the Village of supplies and services.

2) REQUISITION PROCEDURE.

- (A) The Village Manager, with the concurrence of the Finance Officer, shall adopt any necessary rules respecting requisitions and purchase orders.

3) AUTHORITY OF VILLAGE MANAGER: PURCHASES AND SALES.

- (A) Purchases and Contracts Under Twenty Thousand Dollars. The Village Manager, subject to budgetary appropriations, is authorized to make purchases and contracts in an amount not to exceed \$20,000 without further approval of the Village Council. Such purchases or contracts shall be made consistent with the authority elsewhere granted the Village Manager

in this chapter.

(B) Sale of Personal Property Valued at Under Five Hundred Dollars. Personal property not exceeding \$500 in value may be sold for cash by the Village Manager after receiving competitive quotations therefore, for the best price obtainable, or may be traded to the vendor of new equipment replacing it.

4) SEALED BIDS REQUIRED; EXCEPTIONS; ALTERNATIVE PROCEDURES; INSPECTIONS.

(A) All purchases of, and all contracts for acquisition or delivery of, durable goods, equipment, replacement parts and components, consumable tools or commodities, fuel materials, supplies and consumer items, and supplies, and all sales of personal property which may have become obsolete or unusable, shall, except as specifically provided herein, be based upon competitive bids as provided in subsection (B) hereof and administrative regulations issued by the Village Manager implementing the same, or, within the limitations hereinafter stated, shall be based upon alternative price quotation procedures as provided in subsection (C) hereof. When competitive bids are so obtained, the sale or purchase shall be approved by the Village Council and sealed bids shall be obtained in accordance with the detailed procedures established by this chapter. An exception may be made where the Council shall determine by a two-thirds majority vote of those present at the meeting that the public interest will be best served by joint purchase with, or purchase from, another unit of government. No sale or purchase shall be divided for the purpose of circumventing the limitation established by this chapter. The Village Council may authorize the making of public improvements or the performance of any Village work by any Village administration without need of competitive bidding.

(1) Purchases shall be made from the lowest qualified bidder meeting specifications, unless the Village Council shall determine that the public interest will be better served by accepting a higher bid. Sales shall be made to the bidder whose bid is most advantageous to the Village. In any case where a bid other than the lowest is accepted, the Village Council shall set forth its reason therefore in its motion or resolution accepting such bid. The Village Council shall have the right to reject all bids.

(2) In the event no sealed bids are received or all bids are rejected, the Village Council may, after stating the reason therefore, as a part of its motion or resolution therefore, order that further bids be solicited or that the Village Manager purchase the materials, supplies or services concerned in the open market, or, if practicable, secure the performance of services concerned by an appropriate officer or department of the Village.

(3) Professional service contracts shall be authorized and regulated under certain guidelines to be established by the Village Manager and maintained in the office of the Village Finance Officer.

(a) The Village Council shall reserve the right to annually review and extend or terminate ANY professional service contract with the Village of Dexter. The Village Council, may, upon recommendation from the Village Manager, extend the terms on any professional service contract for one year beyond the original contract term.

(b) Any professional service contract may not be longer than five (5) consecutive years. At the end of any consecutive five (5) year term, quotations from qualified bidders must be received by the Village Manager or designee. Nothing shall preclude a qualified firm that has been retained for the maximum 5 year period from bidding and subsequently being awarded a professional service contract.

(B) Any expenditure for supplies, materials, equipment, construction or maintenance contracts obligating the Village, where the amount of the Village's obligation is in excess of \$20,000, shall be governed by the following, except as otherwise stated in this chapter.

(1) Such expenditure shall be made the subject of a written contract. A purchase order shall be a sufficient written contract only in cases where the expenditure is in the usual and ordinary course of the Village's affairs, and in no case shall it be sufficient for the construction of public works or the contracting for supplies or services over any period of time where the quality of the goods or materials or the scope of the services bargained for is not wholly standardized.

(2) Notice inviting sealed competitive bids shall be published in a newspaper of general circulation in the Village at least five days before the final date for submitting bids thereon. Such notice shall give briefly the specifications of the supplies, materials or equipment, or of the construction project or other matter to be contracted for, and shall state the amount of security to be given with the bid, and the amount of bond or other security to be given with the contract. The notice shall state the time limit, the place of filing bids and the time of opening bids and shall also state that the right is reserved to reject any or all bids. Any other conditions of award of the contract shall also be stated in general terms.

(3) The Village Manager or designee shall also solicit bids from a minimum of three (3) such qualified prospective bidders as are known to him or her by sending each a copy of the notice requesting bids, and notice thereof shall be posted in the Village Office.

(4) Unless prescribed by the Village Council, the Village Manager shall prescribe the amount of any security to be deposited with any bid, which deposit shall be in the form of a certified or cashier's check or bond written by a surety company authorized to do business in the State. The amount of such security shall be expressed in terms of a percentage of the bid submitted. Unless fixed by the Village Council, the Village Manager shall fix the amount of the performance bond and, in the case of construction contracts, the amount of the labor and material bond to be required of the successful bidders.

(5) Bids shall be opened in public, at the time and place designated in the notice requesting bids, in the presence of the Village Finance Officer, the Village Manager or designee and, when possible, the head of the department most closely concerned with

the subject of the contract. The bids shall thereupon be carefully examined and tabulated and reported to the Village Council with the recommendation of the Village Manager at the earliest possible scheduled Village Council meeting. After tabulation, all bids may be inspected by the competing bidders.

(6) When such bids are submitted to the Village Council, if Village Council shall find any of the bids to be satisfactory, it shall award the contract to the lowest qualified bidder. The Village Council shall authorize the contract upon execution of the contract by the successful bidder. Contract shall only be executed after the filing of any bonds which may have been required, which bonds shall first be approved by the Village Attorney as to form and content. Such award may be by motion, resolution or ordinance. Village Council retains any other rights provided for in this chapter in the awarding or rejecting of bids.

(7) At the time the contract is executed, the contractor shall file a bond executed by a surety company authorized to do business in Michigan, in favor of the Village, conditioned upon the performance of said contract, and further conditioned upon payment of all laborers, mechanics, subcontractors and material, as well as all just debts, dues and demands incurred in the performance of such work. The contractor shall also file evidence of public liability insurance in an amount satisfactory to the Village Manager or designee, and agree to save the Village harmless from loss or damage caused to any person or property by reason of the contractor's negligence.

(8) All bids and deposits of certified or cashier's checks may be retained in the office of the Village Finance Officer until the contract is awarded and signed or until they are released by the Village Manager. If any successful bidder fails or refuses to enter into the contract awarded to him or her within fifteen days after the same has been awarded, or to file the bond required within the same time, the deposit accompanying his or her bid shall be forfeited to the Village, and the Village Council may, in its discretion, award the contract to the next lower qualified bidder, or the contract may be re-advertised.

(C) Informal Bids. Purchases of supplies, materials or equipment, the cost of which is \$20,000 or less, may be made in the open market, but such purchases shall, where practicable, be based on at least three competitive bids or quotes and shall be awarded to the lowest qualified bidder. The Village Manager or designee may solicit bids or quotes verbally or by telephone, or may contact prospective bidders by written communication. A record shall be kept of all open market orders and the bids or quotes submitted thereon, which records shall be available for public inspection. Any or all bids or quotes may be rejected. Purchases costing \$20,000 or less may be made without the prior approval of the Village Council under the authority granted the Village Manager in this chapter.

(D) The responsibility for the inspection and acceptance of all materials, supplies and equipment shall rest with the ordering department.

(5) SOLE SOURCE PROCUREMENT.

writing, after he or she or the Village Manager or designee has conducted a good faith review of available sources, that there is only one source for the required supply, service or construction item. The Village Manager or designee or other appropriate designee of the Village Manager shall conduct negotiations, as appropriate and under the supervision of the Village Manager, as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract and the date of the contract.

(6) EMERGENCY DIRECT PURCHASE PROCEDURE.

(A) In case of an actual emergency, any officer or department head may make direct purchase of materials, supplies or services, where the immediate procurement thereof is essential to the conduct of his or her office or department and the delay caused by following established purchasing procedures would vitally affect the public health, safety or welfare, provided that a purchase order therefore shall be filed with and approved by the Village Manager as to the existence of the emergency and shall be likewise approved by the Finance Officer as to the sufficiency of funds for such purchase, and provided, further, that the Village Manager shall advise Council at its next regular meeting after the emergency purchase of the circumstances for and terms of said procurement.

(7) PURCHASES FROM PETTY CASH.

(A) All departmental petty cash funds shall be authorized and approved by the Village Manager. Purchases from petty cash shall not individually exceed \$25.

(8) DEBARMENT.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Village Manager, after consulting with the Village Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than one year. The causes for debarment include:

(A) A violation of contract provisions, as set forth herein, of a character which is regarded by the Village Manager to be so serious as to justify debarment action, such as:

(1) Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or

(2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and

(B) A violation of the provisions of this chapter or any other Village policy, regulation or law.

The Village Manager shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved of his or her rights concerning administrative or judicial review.

A copy of the decision shall be mailed or otherwise furnished upon the rendering of a decision by the Village Manager to the debarred person. A decision to debar shall be final and conclusive, unless the debarred person, within ten days after receipt of the decision, takes an appeal to the Village Council or commences a timely action in court in accordance with applicable law.

(9) BID PROTESTS

(A) Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Council. Protestors are directed to seek resolution of their complaints initially with the Village Manager. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten days after such aggrieved person knows or should have known of the facts giving rise thereto.

In the event of a timely protest under this section, the Village Manager or designee shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Village Council makes a determination on the record that the award of a contract without delay is necessary to protect a substantial interest of the Village.

(10) NOTICE OF FEDERAL AND STATE PUBLIC POLICY REQUIREMENTS; NOTICE OF VILLAGE POLICY REQUIREMENTS.

(A) For any contract that is subject to one or more Federal, State or Municipal public policy requirements, whether or not such contract is being funded in whole or in part by assistance from a Federal or State agency, the Village Manager or designee shall include contract provisions giving the contractor notice of these requirements, and, where appropriate, shall include in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(B) Construction contracts with the Village shall include contract provisions giving the contractor notice of the Village Local Labor Employment Policy.

(C) The Village Manager or designee shall take affirmative steps to assure that local businesses are utilized when possible as sources of supplies, services and construction items.

Affirmative steps to be taken shall include:

(1) Including qualified local businesses on solicitation lists;

(2) Assuring that local businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or

quantities so as to permit maximum participation;

(4) Where the requirements permit, establishing delivery schedules which will encourage local business participation.

(5) Preference shall be given to local businesses in awarding contracts if the lowest responsible bids are for the same amount and each bidder is equally qualified.

(11) RECORDS; PUBLIC ACCESS.

(A) The Village Manager or designee shall keep a record of all purchases of materials, supplies and services, and of all bids and the manner in which such bids were procured, which he or she shall forward to the Finance Officer when each respective material or supply is purchased or service is provided. All such records shall be public. All procurement records shall be retained and disposed of by the Village in accordance with records retention guidelines and schedules established by the Village Record Retention Schedule.

(12) CONFLICTS OF INTEREST.

(A) It shall be unethical for any Village employee to participate directly or indirectly in a procurement contract, except as provided in Act 317 of the Public Acts of the 1968, as amended

(13) GRATUITIES; SANCTIONS.

(A) It shall be unethical for any person to offer, give or agree to give any Village employee or officer or former Village employee or officer, or for any Village employee or officer or former Village employee or officer to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigating or auditing, or in any other advisory capacity in any proceeding or application, request for ruling determination, claim or controversy, or other particular matter, pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore.

(B) The prohibition against gratuities prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

(C) The Village Manager may impose sanctions on a Village employee for violations of this section consistent with governing employee contract provisions, if applicable.

ORDINANCE # -2004

AN ORDINANCE TO AMEND CHAPTER 2 --
ADMINISTRATION, ARTICLE III -- OFFICERS AND
EMPLOYEES OF THE VILLAGE OF DEXTER GENERAL
CODE OF ORDINANCES

WHEREAS, the Village Code of Ordinances, Chapter 2 -- Administration, Article III - Officers and Employees contains provisions relevant to the powers and duties of the Village Manager, and

WHEREAS, Village Council has determined that it is in the Village's best interest to establish a purchasing policy, and

WHEREAS, it is necessary to amend Section 2-81 Powers and duties, item (8) Purchasing authority.

NOW, THEREFORE BE IT ORDAINED:

That the Code of Ordinances, Section 2-81 Powers and duties of the village manager. Is hereby amended by replacing the current language with the following:

Section: 2-81 Powers and Duties, Item (8) Purchasing authority, shall be amended as follows:

That Village Council shall adopt a Purchasing Policy. The Purchasing Policy will be used by the Village Auditors to establish compliance with said policy. The Village Manager may recommend changes to this policy from time to time as the governing body may approve.

That this Ordinance shall be effective immediately upon adoption.

Moved --

Support --

Ayes:

Nays:

Absent:

ORDINANCE ADOPTION DATE: November 22, 2004

ORDINANCE EFFECTIVE DATE: November 22, 2004

David F. Boyle, Village Clerk

Sec. 2-80. Acting village manager.

The council may appoint or designate an acting village manager during the period of a vacancy in the office or during the absence of the village manager from the village. The acting village manager shall, while he is in such office, have all the responsibilities, duties and authority of the village manager.

(Ord. eff. 11-7-1977, § V)

Sec. 2-81. Powers and duties.

The village manager shall be responsible to the president and council for the proper administration and supervision over all departments created by the governing body or that may hereafter be created by the governing body of the village and to that end he shall have power, and shall be required to:

- (1) Act in behalf of, and carry out the instructions of, and be the authorized representative of the village council;
- (2) Hire and terminate officers and employees in the departments under his jurisdiction;
- (3) Be solely responsible to the president and council for directing all the departments of the village under his jurisdiction including health and safety, and the personnel therein, within the limits set by law;
- (4) Attend all meetings of the village council with the right to take part in discussions but without the right to vote;
- (5) Be a member ex officio of all committees of the village council;
- (6) Recommend to the council the adoption of such measures as he may deem necessary or expedient for improvement or betterment of the village;
- (7) Prepare and recommend an annual budget to the city council and administer the budget as finally adopted under policies formulated by the council and keep the council fully advised at all times as to the financial condition and needs of the village;
- (8) Purchase all materials, supplies or equipment for which funds are provided in the budget appropriation but may not purchase any item which exceeds any budget appropriation until the council has increased the appropriation: provided that for a purchase of more than \$100.00 but less than \$500.00 he shall be required to receive approval of the council provided that for purchases of more than \$500.00 the manager shall be required to receive sealed bids and shall present such bids to the council for approval or rejection. He may let contracts not in excess of \$100.00 necessary in the operation or maintenance of village services when sufficient funds for such purposes have been appropriated in the budget, but the village council shall let all contracts for more than \$100.00, all contracts for new construction and all contracts which cannot be consummated with funds provided in the current budget. The manager shall advise the council as to whether or not any contract offered is desirable or which of several contracts offered is most desirable, for the village. The manager may issue such rules

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734) 426-8303 ext. 15 Fax (734) 426-5614

AGENDA 11-22-04

Memorandum

ITEM L-3

To: Village Council
Donna Eureste
From: Allison Menard
Re: Master Plan Resolution
Date: November 22, 2004

Pursuant to the Municipal Planning Act 285 of 1931, as amended, the Village Council shall assert it's right to approve or reject the Master Plan. Included is a resolution that would complete the requirement set forth in Act 285.

Based on the review session held on Tuesday, November 16, 2004 with Shawn Keough, Jim Carson, Doug Lewan, Donna Eureste and the Community Development Manager, amendments will be made to the plan based on items discussed at the Master Plan review meeting, however if there are other comments regarding the Master Plan please forward them to me as soon as possible to insure their inclusion.

The Master Plan will likely be before the Planning Commission for Public Hearing in January 2005.

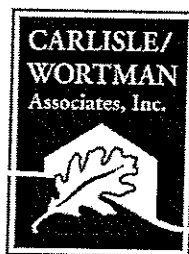
ACTION REQUESTED:

Please adopt the included resolution to assert your right to approve or reject the Village of Dexter Master Plan pursuant to the Municipal Planning Act 285 of 1931, as amended.

Please contact me prior to the meeting if you have any questions.

Thank you,

Allison Menard
Community Development Manager



Community Planners Landscape Architects
605 S. Main, Suite 1 Ann Arbor, MI 48104 734-662-2200 fax 734-662-1935
6401 Citation Dr., Suite E Clarkston, MI 48346 248-625-8480 fax 248-625-8455

MEMORANDUM

TO: Dexter Village Council

FROM: Douglas J. Lewan, Community Planner

DATE: November 4, 2004

RE: Master Plan Adoption Process

We are beginning the final stages of the adoption process of the Village Master Plan. I have attached an excerpt of the Municipal Planning Act that describes the adoption process. The main points are summarized below:

1. PC holds a public hearing and may at that time vote to approve the plan. The vote must be approved by 2/3 of the members.
2. The Plan is sent (after approval by the PC) to the Village Council for approval. If approved by the Village Council the Plan is adopted. If the plan is rejected by the Council the council "shall submit to the planning Commission a statement of its objections to the proposed plan." The PC shall then consider any revisions and submit back to the Village Council. This process continues until an acceptable plan is presented to the Village Council. The act also requires that the Village by resolution assert the right to approve or reject the Master Plan. I would suggest that if this resolution has not been done that it be made at your next meeting.

As an additional step we are scheduling a Staff review of the plan to occur on November 16, 2004 at 8:00 A.M. at the Village Office. It is my understanding that two members of the Village Council will be present as well as Village Staff. We would also propose that prior to the plan being submitted to the Planning Commission that it be placed on the Village Council agenda as a discussion item to ensure that the document that goes before the public is supported by the Village Council.

If you have any questions on the final adoption procedures please call.

cc: file

**VILLAGE OF DEXTER
WASHTENAW COUNTY, MICHIGAN
RESOLUTION REGARDING
THE VILLAGE OF DEXTER MASTER PLAN**

WHEREAS, the Dexter Village Council understands the importance of a Village Master Plan to establish goals and policies for the Village of Dexter; and

WHEREAS, the Dexter Village Council understands the importance of the implementation measures set forth in the updated Village Master Plan; and

WHEREAS, the Dexter Village Council and Planning Commission desire to approve an updated Master Plan;

BE IT THEREFORE RESOLVED, that the Village of Dexter Village Council asserts it's right to approve or reject the Village of Dexter Master Plan pursuant to the Municipal Planning Act 285 of 1931 as amended.

MOVED BY: _____ SUPPORTED BY: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____

Jim Seta, Village President

CERTIFIED BY:

David Boyle, Village Clerk

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734) 426-8303 ext 15 Fax (734) 426-5614 11.22.04

Memorandum

ITEM L-4

To: Village Council
Donna Eureste
From: Allison Menard
Re: Small Gazebo in Monument Park
Date: November 22, 2004

Included is some information from an Eagle Scout from Troop 477. The Eagle Scout had requested permission to allow him to remove and repair the small gazebo currently in Monument Park. It had also been discussed with the Chamber of Commerce that consideration be given to moving the gazebo to a different location once it has been refurbished to reduce the potential that the gazebo be vandalized again.

RECOMMENDATION

The Parks Commission has reviewed the Eagle Scout request and recommends the following: That the Village Council allow for Kyle Schebor, Troop 477, to move the small gazebo in Monument Park to a barn for repair with a future location to be recommended by the Parks Commission upon completion of the repairs.

ACTION REQUESTED

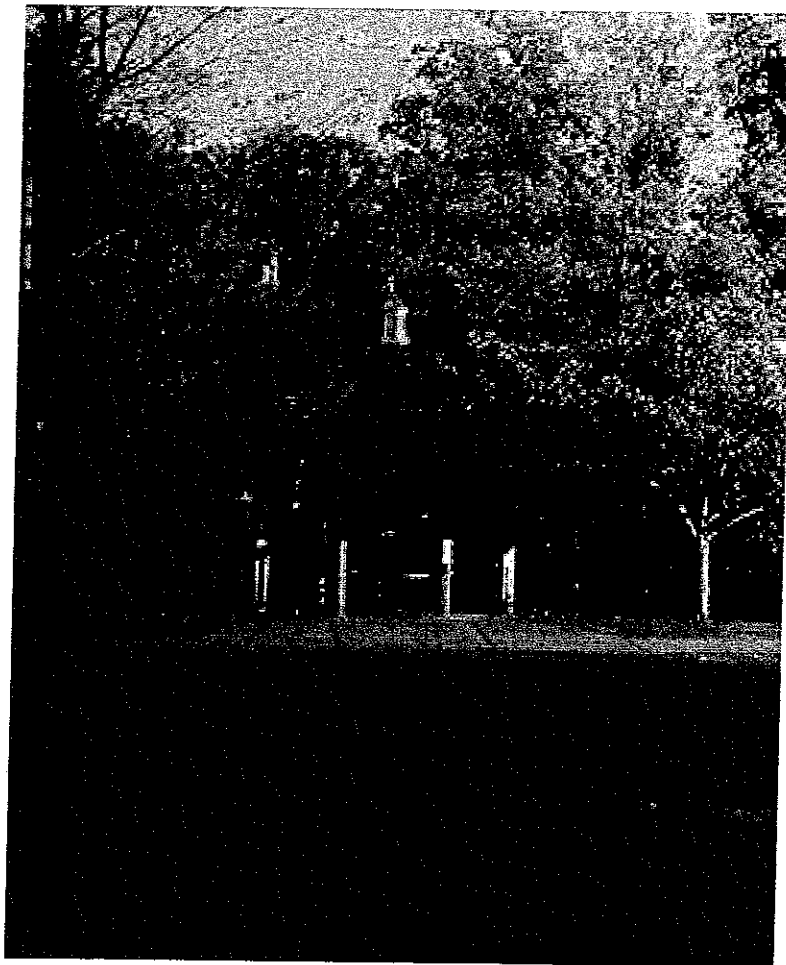
Please make a motion to approve Kyle Schebor's, Troop 477, request to move the small gazebo from Monument Park to a barn for repairs.

Please contact me prior to the meeting with questions.

Allison Menard
Community Development Manager

Preliminary Eagle Scout Proposal

Restoration Of Dexter's Little Gazebo



Kyle Schebor
Troop 477

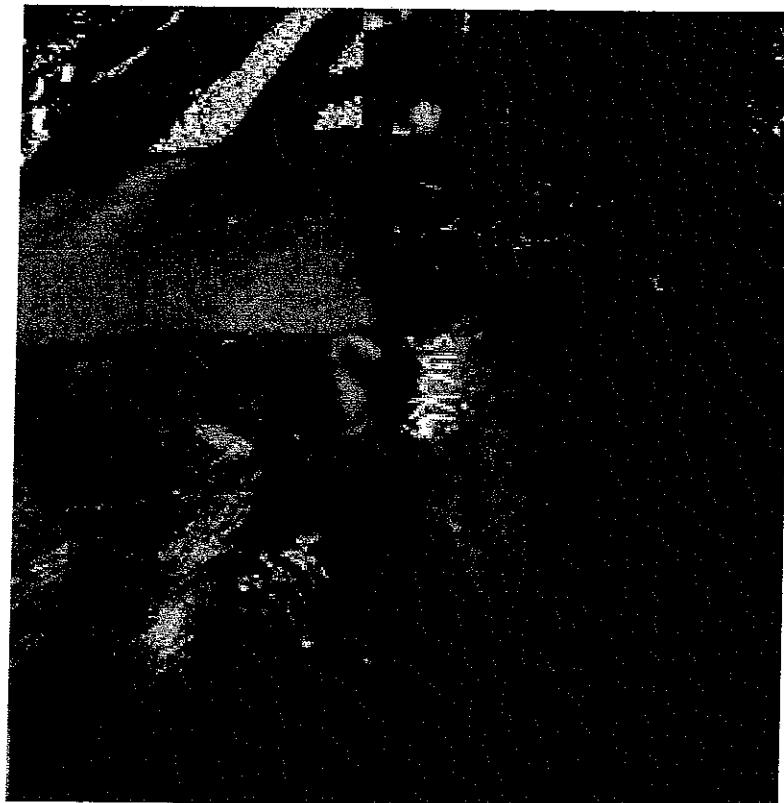
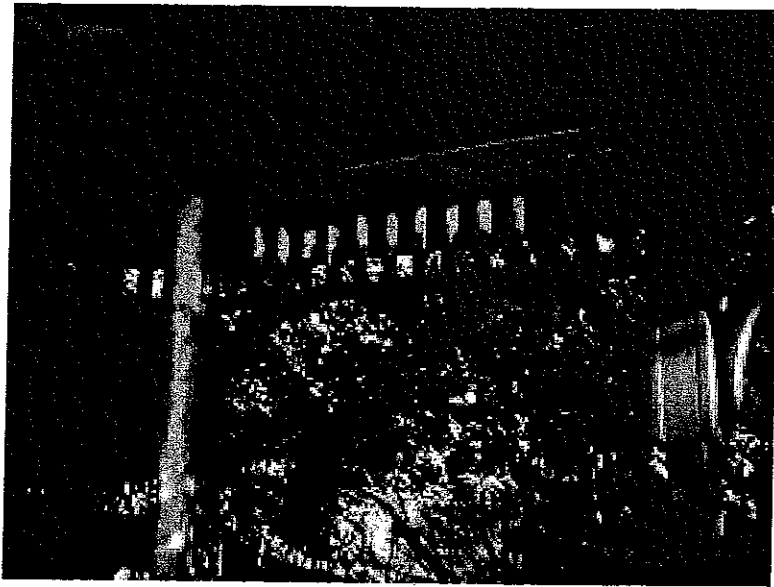
October 5 2004

Description of the Project and its Beneficiaries

In February 2004, my Scoutmaster, Mr. Brigham, mentioned that the small gazebo in Dexter's downtown park was in need of restoration. He thought this would make a great eagle project. Later that month we met with Allison Menard and looked at the gazebo in detail. We saw graffiti, broken railings, and benches.



Over the summer months the gazebo has been the target of additional vandalism. This includes, spray painting on the structure and table, kicking out all the railings, and breaking the benches.





During September 2004 I talked with Mr. Gurgley who said we might be able to move the gazebo to Peace Park. The last week of September I met with Mr. Gurgley, Ms. Menard, Mr. Brigham, and my Dad to see if this was really possible. The basic idea is would be to:

1. Disassemble the gazebo (using instructions provide by the maker Vixen Hills)
2. Storing it in our scout barn.
3. While at the barn, repairing each section.
4. Constructing a foundation (concrete or wooden deck) at Peace Park.
5. Taking all the finished pieces and reassembling them in Peace Park. By locating it here, it will help prevent malicious kids and adults from destroying it further.

In order to write a detailed proposal I need your inputs concerning:

1. A written letter from the village giving me permission to do the restoration.
2. I need to know the exact location where the gazebo will be moved.
3. I need to know whether you would like the gazebo to be built on a concrete base or wooden deck.
4. A rough estimate of how much money the village can contribute to purchase materials for the restoration.

In order to prevent further vandalism, I would like to disassemble the gazebo as soon as possible. Myself and other workers will begin restoring the sections in the barn over the winter and reassembling it next spring.

With your help, I would like to restore this wonderful landmark. Mr. Brigham, my mom and dad, Allison Menard, and Mr. Gurgley have all been a part of this project and I am hoping to continue on this project. Thank you for reading this document.

Small Gazebo

Executive Report on Relocation Proposal

October 6, 2004

Background

The small gazebo located at the East boundary of Monument Park along side the Cottage Inn parking lot has been a neglected park icon for a number of years. The structure has been abused and left to decompose. Various individuals and groups have delighted in breaking down the railings and decorative components as well as using the tables and benches for carving graffiti as well as obscenities. Spray painting the cedar posts has been a last gasp effort to inflict a final epitaph on its demise.

Concern

Due to the physical location of the structure and the camouflaged environment created by the mature landscape including scrubs as well as tree selection, the structure is hidden from public view and is prone to unseen destruction by vandals.

Additionally, it is convenient for patrons of the adjacent business to frequent the structure as an outdoor eatery leaving behind food scraps as well as litter. As a result of the food remains, unclean grounds, thick vegetation and vandalized structure it is not only an eyesore but a health and safety concern.

Since its location is so well hidden, there is a public concern for the safety of park users particularly children and women.

Sponsorship

The Dexter Area Chamber of Commerce (DACC) voted to place the Small Gazebo on it list of objectives for the CY 2004 with the stipulation to find a new home for the structure and restore its beauty. Since the Gazebo was a gift from the Going family, the DACC has been conversing with Mr & Mrs. Going to determine the best alternative for preserving the dignity and appearance of the Gazebo.

Project Ownership

The Eagle Scouts have accepted the responsibility of renovating the structure as well as adding potential stiffing members to strengthen its rigidity. The Eagle Scouts have researched the source of the original gazebo and are positioned to begin disassembly of the structure immediately and perform the renovation in an enclosed local barn.

The renovation is being mentored by an experience carpenter.

Proposal

In conjunction with the combined analysis of the Chamber of Commerce, The Eagle Scouts, The Going Family and the Village Offices, it is recommended that the structure be relocated to a more prominent venue where it can be viewed and used as originally intended.

The intended relocation should be in an open space without any obstructing foliage or structures to hide the Gazebo from the watchful eyes of the public and law enforcement. It is desirable to have the structure in a visible location as near as possible to the Village entrance where it can be viewed as a welcome symbol for the village.

Cost

As part of the Eagle Scout project, costs will be submitted under a separate report and funded by requests to the various service organizations. The Chamber of Commerce has indicated that they will fund any monetary shortfall as required.

Landscaping

It is intended that the new location be landscaped to match the surrounding area with seasonal flowers as part of the DDA funded village decorative funding allocation. We have discussed the landscape plan with Debbie Helzerman of Cardinal Gardens who will include the Gazebo in yearly flower budget.

Recommendation

It is recommended that the Little Gazebo be moved to Peace Park and place at the extreme east end of the park where it can be visible for all entering and leaving the Village. There is sufficient open areas which will be an ideal location to accommodate the physical and visual properties as defined above.

The exact location should be determined by the participating parties and responsible Village Offices and/or authorities. Suggested alternate locations are encouraged and evaluated against the above suggestion.

Prepared by:
Steve Gergely
Dexter Area Chamber of Commerce
Past President

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734) 426-8303 ext. 15 Fax (734) 426-5614

Memorandum

AGENDA 11-22-04
ITEM L-5

To: Village Council
Donna Eureste
From: Allison Menard
Re: Land Division Application
Date: November 22, 2004

Included under the Community Development Office report is the ZBA's Notice of Decision for the property located at 3647 and 3667 Inverness Street. The applicant has been granted a variance from Section 4.03, Nonconforming Lots, to permit the Land Division subsequently before Council.

The variance was granted based on the ZBA's determination per Section 24.05 of the Village of Dexter Zoning Ordinance that the applicant met the criteria set forth for granting a variance, quoting Substantial Justice and Extraordinary Circumstances. The ZBA placed 2 conditions on the variance,

- 1) Installation of a sign along the driveway prohibiting the blocking of the driveway or access.
- 2) The applicant must also receive approval from the Village Council for a Land Division/Combination for the variance to be effective.

ACTION REQUESTED:

The Council is being asked to approve the Land Division application submitted by Thomas and Nancy Kuthy for the property located at 3647 and 3667 Inverness Street. The applicant has stated that there is difficulty in financing and selling property that is not associated to an individual address, therefore the applicant has requested a Land Division.

It is recommended by the Community Development Office that the applicant's request be granted. The ZBA has done a thorough review and has determined that the applicant's request warranted the granting of the requested variance. Essentially the property line will be rotated 90 degrees so that the structure currently on the property will each be located on an individual property.

SUGGESTED MOTIONS:

Based on the information provided by the applicant at the November 22, 2004 Village Council meeting, the Village Council moves to (APPROVE / DENY) Thomas and Nancy Kuthy's request for a Land Division of the properties located at 3647 and 3667 Inverness Street, Tax ID's HD-08-05-250-006 and HD-08-05-250-007. The Land Division is (GRANTED / DENIED) with the based on the following conditions:

1. The applicant must install the signage requested by the Zoning Board of Appeals.

2. The applicant must provide proof that the shared driveway agreement has been recorded with the subject properties, 3647 and 3667 Inverness Street.
3. _____
4. _____
5. _____

OR

The Village Council moves to **POSTPONE** the Land Division application for 3647 and 3667 Inverness until (DATE) to allow the applicant more time to address the following:

1. _____
2. _____
3. _____

Please contact me prior to the meeting with questions.

Thank you,

Allison Menard
Community Development Manager

VILLAGE OF DEXTER
LAND DIVISION AND COMBINATION APPLICATION

Fee: ~~\$350.00~~ ^{\$350.00}

Receipt No: 8789

Division X Combination Date Submitted 9/17/2004

Location of Property 3647+3667 Inverness Zoning District R-3

Property Owner: Thomas J. + Nancy L. Kuthy 180 Burwyck Park Dr. Saline, MI 48176
Address, City, State, Zip 734-646-1587 Phone

Applicant: Thomas J. Kuthy 180 Burwyck Park Dr. Saline MI 48176 734-646-1587
Address, City, State, Zip Phone

Owner's Signature Tim/Kathy x Nancy L. Kuthy 9/17/04
Signature Date

Applicant's Signature Tim/Kathy x Nancy L. Kuthy 9/17/04
Signature Date

Original (Together with $\frac{1}{2}$ Vacated 1st Street) Proposed

Platted Lot Number:	<u>Lot 6 Block 31</u>	<u>Lot 5 Block 31</u>	<u>Parcel 1</u>	<u>Parcel 2</u>
Tax Code ID:	<u>HD-08-05-250-006</u>	<u>HD-08-05-250-007</u>		
Number of Parcels:	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Lot Width:	<u>234.45</u>	<u>234.45</u>	<u>100</u>	<u>134.12</u>
Lot Depth:	<u>66</u>	<u>66</u>	<u>130.54</u>	<u>130.70</u>
Total Area Parcel:	<u>15,473.7</u>	<u>15,473.7</u>	<u>13,057</u>	<u>17,584</u>
Number of Structures*:	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

* Attach a site plan indicating location and distances from the structure(s) to the proposed lot lines and easements.

Are there public restrictions recorded for the parcel(s)? Yes: (Proposed Shared Driveway Agreement)
If yes, attach a true copy of same to this application.

Are there any special assessments on this property? No
If yes, they must be paid in full before this application can be approved.

Application Reviewed By: [Signature]

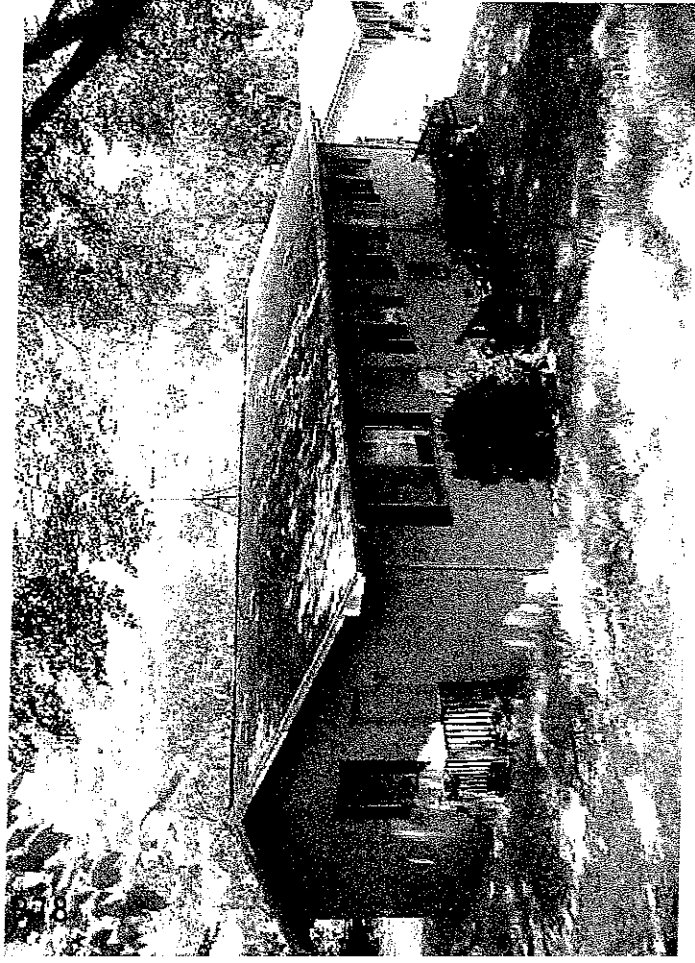
Approval Stamp

Village Council Approval Date _____

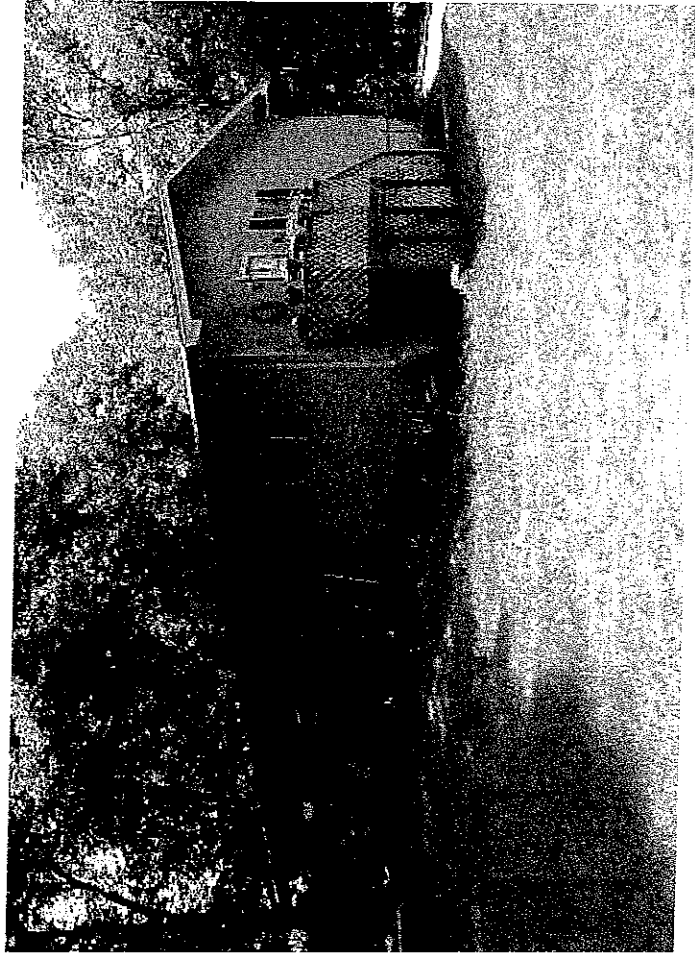
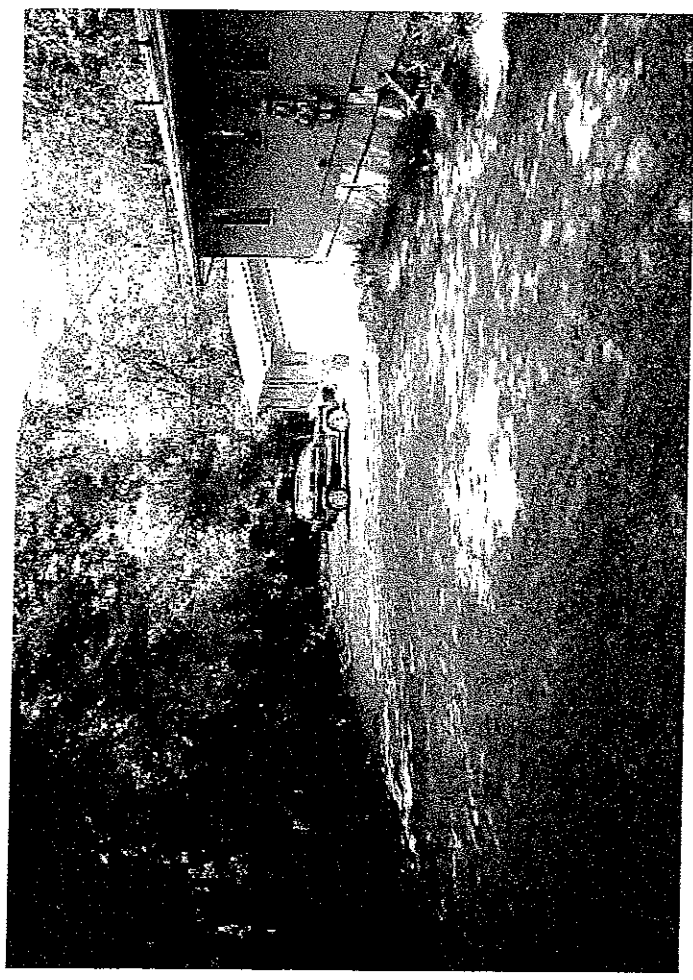
Approved _____ Date _____

Denied _____ Date _____

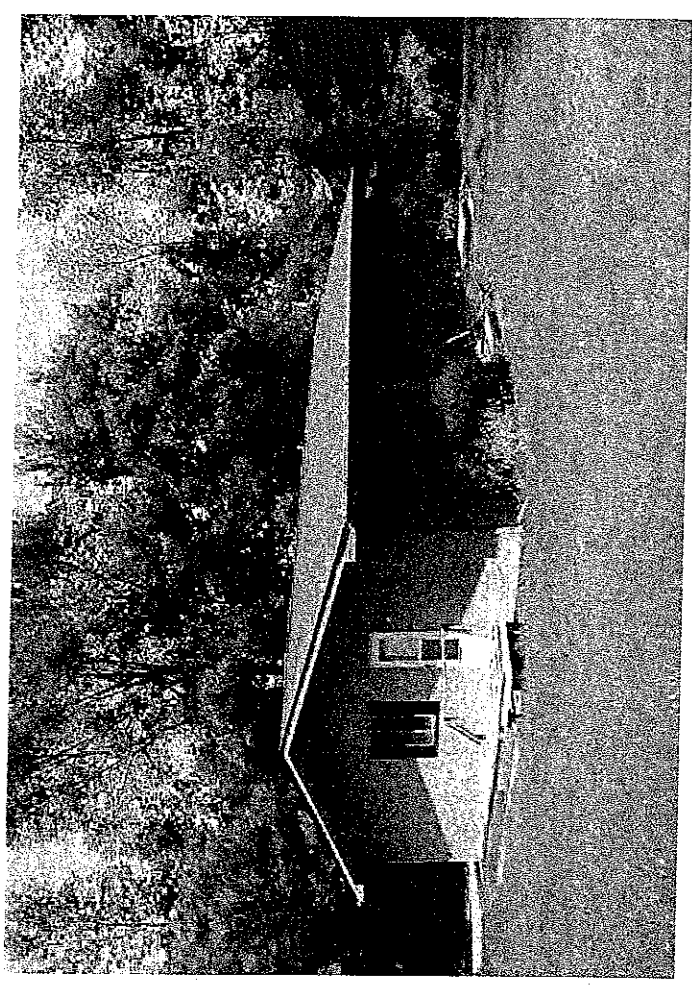
3647 Inverness



Parking Area 3647+3667



3647 Inverness



3667 Inverness

AGREEMENT FOR JOINT DRIVEWAY ACCESS AND MAINTENANCE

AGREEMENT made this 19th day of September 2004 by and between Thomas Jay Kuthy and Nancy Louise Kuthy

RECITALS

1. Thomas Jay Kuthy & Nancy Louise Kuthy, whose address is 180 Burwyck Park Drive Saline, Michigan are the owners in fee simple of a certain parcel of land commonly known as 3647 & 3651 Inverness which land is situated in the Village of Dexter, County of Washtenaw, and State of Michigan and is more fully described as Parcel "1" in the Legal Description Rider annexed to this Agreement.
2. Thomas Jay Kuthy & Nancy Louise Kuthy, whose address is 180 Burwyck Park Drive Saline, Michigan are the owner in fee simple of a certain parcel of land commonly known as 3665 & 3669 Inverness, which land is situated in the Village of Dexter, County of Washtenaw, and State of Michigan, and is more fully described as Parcel "2" in the Legal Description Rider annexed to this Agreement.
3. These parties and their respective predecessors in title have shared a common driveway for many years, which driveway is depicted in that certain Certified Survey prepared by Kem-Tec & Associates, dated August 12, 2004, and annexed to this agreement and incorporated herein by reference.
4. These parties and their respective predecessors in title have shared equally the costs associated with maintenance occasionally required by the driveway.

COVENANTS

NOW THEREFORE, in consideration of the foregoing and in consideration of any future sale of the following premises, the parties do now mutually agree as follows:

A. Thomas Jay Kuthy & Nancy Louise Kuthy for themselves and for their successors in title to the premises known as 3647 & 3651 Inverness Dexter, Michigan and Thomas Jay Kuthy & Nancy Louise Kuthy, for themselves and for their successors in title to the premises known as 3667 & 3669 Inverness Dexter, Michigan, grant to and receive from each other a mutual easement in the land of the other for purposes of maintaining and having access across the presently existing joint driveway.

B. These parties mutually agree to share equally any actual and reasonable expenses of maintaining the common driveway

C. Any controversy or claim arising between relating to the joint driveway or to this Agreement shall be settled by arbitration, and the findings and award for rulings of the arbiter shall be enforceable in any court having competent jurisdiction; provided however, that any party may invoke the equity powers of the Washtenaw County Circuit Court to issue a preliminary injunction pending completion of arbitration.

WITNESSES:

Wendy Mohl

~~Tim/KSA~~ Nancy A. Kully

Marissa Thornberry

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Subscribed and sworn to before me this 24 day of September 2004

My commission expires:

Wendy Mohl

WENDI L. MOHL
Notary Public, Livingston County, MI
My Commission Expires Jan. 20, 2008

Notary Public, County of Washtenaw Livingston
State of Michigan

WITNESSES:

Wendy Mohl

~~Tim/KSA~~ Nancy A. Kully

Marissa Thornberry

Subscribed and sworn to before me this 24 day of September 2004

My commission expires:

Wendy Mohl

WENDI L. MOHL
Notary Public, Livingston County, MI
My Commission Expires Jan. 20, 2008

Notary Public, County of: Livingston
State of Michigan

Instrument prepared by:

AGENDA 11-22-04
L-6
PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

Agreement is made this 1st of November 2004 by the Village of Dexter (Village), 8140 Main Street, Dexter, Michigan 48130, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Initiative Work Plan).

ARTICLE II – COMPENSATION

For services provided, the Village will pay the Council one thousand four hundred thirty dollars and zero cents (\$1,430.00).

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Village and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Village.

ARTICLE IV – TERM

This contract begins on 1 October 2004 and ends on 30 September 2005.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Village for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Township and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the Village and Council, their successors and assigns. Neither the Village nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Village funds not disbursed at that time will be returned by the Council to the Village.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Village against such liability.

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Village and the Council will be incorporated into this contract by written amendments signed by both parties.

VILLAGE OF DEXTER

HURON RIVER WATERSHED COUNCIL

By: _____
John Coy, President (date)
Jim Seta

By: _____
Laura Rubin, Executive Director (date)

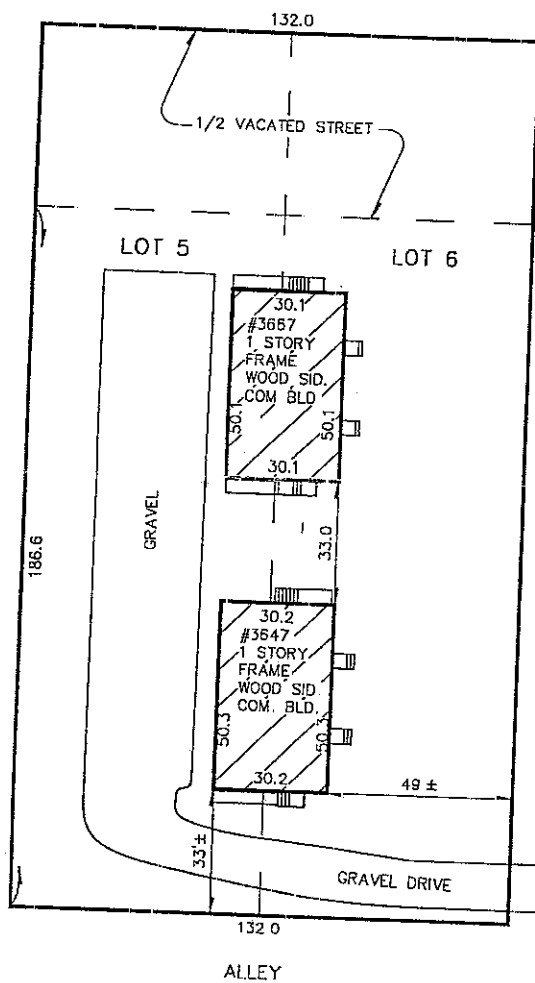
Certified to: TOM KUTHY

Applicant: TOM KUTHY

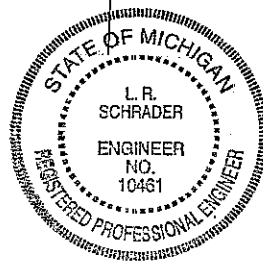
Property Description:

Lots 5 and 6, Block 31, together with 1/2 of vacated First Street adjacent thereto;
ADDITION TO THE VILLAGE OF DEXTER, Washtenaw County, Michigan, as recorded in Liber
55 of Deeds, Pages 476 and 477 of Washtenaw County Records

EXISTING
MAP 1



INVERNESS ST. 99' WD.
23' ASPHALT



REVISED 6/21/01

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

L.R. Schrader P.E.

JOB NO: 01-63795 SCALE: 1"=40'
DATE: 06-05-01 DR BY: BES

KEM-TEC
LAND SURVEYORS

22658 Gratiot Avenue
Eastpointe, MI 48021-2312
(810) 772-2222
FAX: (810) 772-4048



KEM-TEC WEST
LAND SURVEYORS

800 E. STADIUM
Ann Arbor, MI 48104-1412
(734) 994-0888 * (800) 433-6133
FAX: (734) 994-0887

CERTIFIED SURVEY

PROPOSED

MAP 2

PROPERTY DESCRIPTION: (AS PROVIDED BY CLIENT)

LAND SITUATED IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS:
LOTS 5 AND 6, BLOCK 31, PLAT OF THE ADDITION TO THE VILLAGE OF DEXTER BY THE DEXTER ESTATE, AS
RECORDED IN LIBER 55 OF DEEDS, PAGE 476, WASHTENAW COUNTY RECORDS TOGETHER WITH 1/2 OF VACATED
FIRST STREET ADJACENT THERETO

PROPERTY DESCRIPTION: (PER THIS SURVEY)

PARCEL 1:

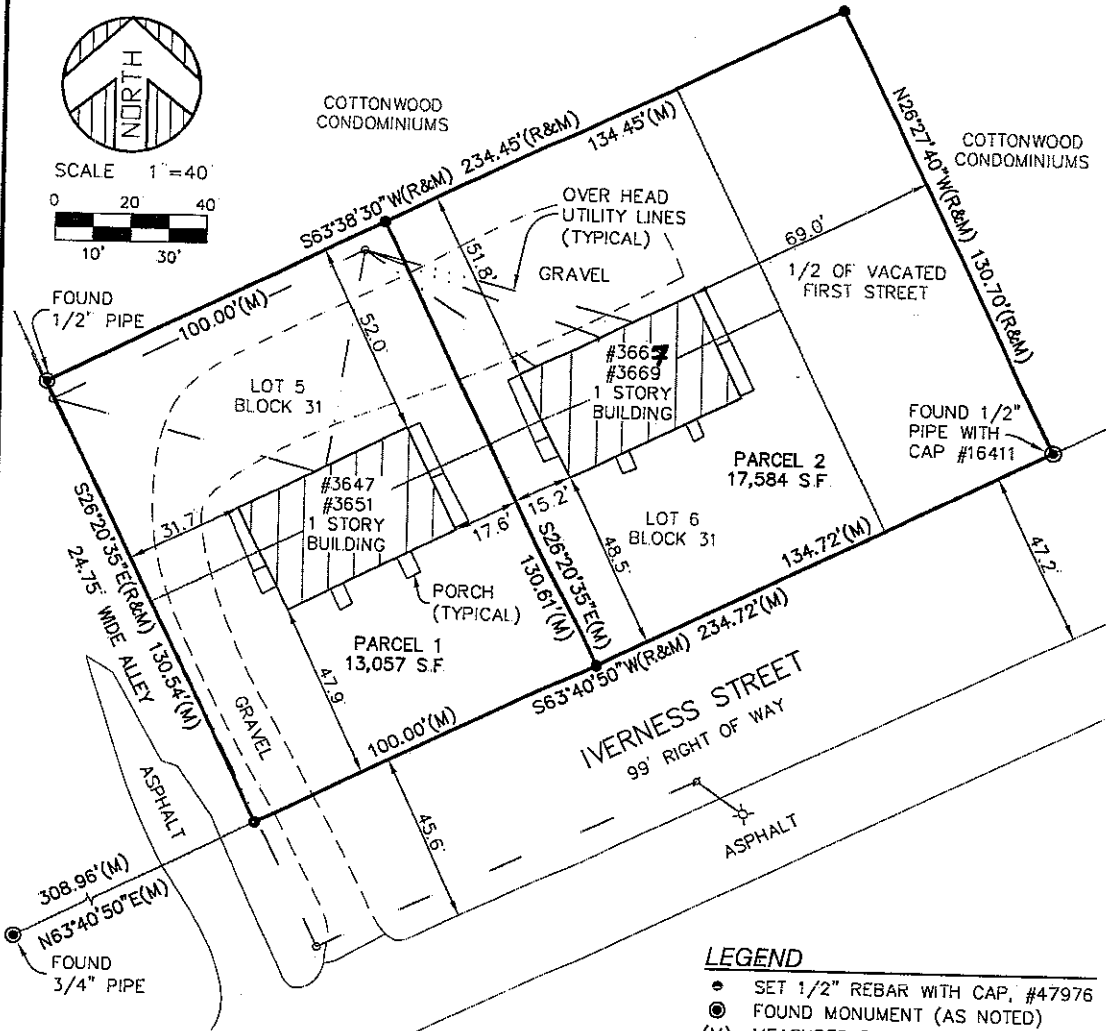
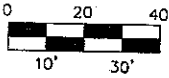
LAND SITUATED IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS:
THE WESTERLY 100.00 FEET OF LOTS 5 AND 6, BLOCK 31, PLAT OF THE ADDITION TO THE VILLAGE OF DEXTER
BY THE DEXTER ESTATE, AS RECORDED IN LIBER 55 OF DEEDS, PAGE 476 WASHTENAW COUNTY RECORDS.

PARCEL 2:

LAND SITUATED IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS:
LOTS 5 AND 6 EXCEPT THE WESTERLY 100.00 FEET, BLOCK 31, PLAT OF THE ADDITION TO THE VILLAGE OF
DEXTER BY THE DEXTER ESTATE, AS RECORDED IN LIBER 55 OF DEEDS, PAGE 476 WASHTENAW COUNTY
RECORDS, TOGETHER WITH 1/2 OF VACATED FIRST STREET ADJACENT THERETO



SCALE 1"=40'



LEGEND

- SET 1/2" REBAR WITH CAP, #47976
- FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

NOTES

1. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.
2. DIMENSIONS SHOWN AS RECORD ARE TAKEN FROM THE EXHIBIT "B" TO THE MASTER DEED OF COTTONWOOD CONDOMINIUMS.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED AND THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970

ANTHONY T. SYCKO, JR., P.S. NO. 47976



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
(586)772-2222 • FAX (586)772-4048

CERTIFIED TO: THOMAS KUTHY

FIELD SURVEY: KB JO

DATE: AUGUST 12, 2004

DRAWN BY: TS

SHEET: 1 OF 1

SCALE: 1" = 40'

JOB NO. 04-23999

24 September 2004



Huron
River
Watershed
Council

TO: Partners to the Middle Huron Initiative

FROM: Elizabeth Riggs, Middle Huron Program Coordinator

RE: Proposed Work Plan: October 2004 to September 2005

The Huron River Watershed Council (HRWC) has prepared this proposed work plan for the Middle Huron Initiative for the period of October 2004 to September 2005 based on commitments made by Partners to the Middle Huron Initiative, especially in regards to the Cooperative Agreement for Reduction of Phosphorus Loading to the Middle Huron River Watershed.

Task	Description	Estimated Hours	Timeline
Meeting coordination and facilitation	Coordinate and facilitate 2 semi-annual meetings of the Middle Huron Partners	50 hours	Oct 2004; Apr 2005
	Serve as communications liaison between Partners and the MDEQ	25 hours	Oct 2004 to Sept 2005
Annual report preparation	Prepare 2004-2005 annual report, submit to MDEQ and disseminate to Partners	50 hours	Due: May 2005
Nonpoint Source Reduction Implementation Plan Coordination	As part of the new Agreement, nonpoint source Partners will develop an Implementation Plan. HRWC proposes to facilitate the meetings to develop the Plan on a schedule chosen by the Partners, synthesize elements of the Plan provided by the Partners into a final Plan, and submit the Plan to MDEQ.	80 hours	Due: Jul 2005
*optional: Point Source Reduction Implementation Plan Coordination	As part of the new Agreement, point source Partners will develop an Implementation Plan. If needed, HRWC proposes to facilitate the meetings to develop the Plan on a schedule chosen by the Partners, synthesize elements of the Plan provided by the Partners into a final Plan, and submit the Plan to MDEQ.	40 hours	Due: Jul 2005
Water quality monitoring	Conduct 4th year of monitoring water quality in Middle Huron tributaries	150 hours	Apr to Sept 2005
Total hours		355 (395 with optional task)	

Financial support from the Partners is necessary in order for the HRWC to continue to facilitate the activities of the Middle Huron Initiative towards fulfillment of the Cooperative Agreement.

Budget and estimated funding amounts for each work plan component

Staff cost based on \$43 hourly rate

<i>Task</i>	<i>Staff cost</i>	<i>Direct expenses</i>	<i>In-kind</i>
Meeting coordination and facilitation	\$3,225		\$1,500
Annual report preparation	\$2,150	\$600	
NPSRIP Coordination	\$3,440		\$1,500
* optional: PSRIP Coordination	\$1,720		\$1,000
Water quality monitoring	\$6,450	\$3,600	\$10,000
TOTAL	\$15,265 <i>(\$16,985 with optional task)</i>	\$4,200	\$14,000

This budget includes a total of \$15,265 in staff hours and \$4,200 in direct expenses. Therefore, a total of \$19,465 is being requested from the Middle Huron Partners to fund the HRWC's facilitation of the Middle Huron Initiative from October 2004 to September 2005.

Match for this project will equal \$14,000, which consists of HRWC Executive Director's time, Middle Huron Partners' time, equipment loan (requested), and lab analysis donation from the City of Ann Arbor Wastewater Treatment Plant (requested). Trained volunteers also contribute time to the water quality monitoring component.

HURON RIVER WATERSHED

COUNCIL

1100 N. Main St. Suite 210

Ann Arbor, MI 48104

Phone # (734) 769-5123

Invoice

BILL TO

VILLAGE OF DEXTER
CLERK'S OFFICE
8140 MAIN
DEXTER, MI 48130

DATE 11/4/2004

INVOICE # 633

TERMS

Payment due upon receipt.

DESCRIPTION	AMOUNT
Coordination and facilitation of the development of watershed plans, and aid in fulfilling obligations under the future federal stormwater permits, in association with the Middle Huron Initiative. October 2004 to September 2005	1,430.00
Total	\$1,430.00

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734) 426-8303

Fax (734) 426-5614

MEMO

To: President Seta and Council
From: Donna Eureste, Village Manager
Date: November 22, 2004
Re: STORM WATER MANAGEMENT STUDY

AGENDA 11-22-04
ITEM L-7

Please review the executive summary of the Storm Water Management Study conducted by OHM. A copy of the complete study with maps is available in my office. This Study was originally proposed at \$44,000 and budgeted half from Major and half from Local Streets Funds. During the development of this study it was determined that the original scope of the study could be modified to better serve the needs of the village

The final cost of the study should come in at \$20,000.00, which leaves \$24,000 to begin implementation of the study. It was staff's commitment in reducing the scope of the project that dollars set aside for storm water management would be better spent to make several improvements as recommended in the study. For example a storm water manhole at 3510 Edison was lowered improving storm water issues in this target area. Ed Lobdell and his staff are developing the routine maintenance program recommended in the study. Ed is also developing an annual spending plan for projects that can be handled in house by DPS staff and projects that will be managed contractually.

As always if you have questions, please contact Ed Lobdell or myself prior to the meeting when possible.

Thanks,

Storm Water Management Study

November 2004

Submitted to:
The Village of Dexter

Submitted by:
Orchard, Hiltz & McCliment, Inc.



I. EXECUTIVE SUMMARY

Increasing drainage concerns within the Village of Dexter has initiated the need for a better understanding of their existing storm water drainage system. The Village has requested a Storm Water Management Study from Orchard Hiltz & McCliment (OHM). The study was conducted within the historic downtown district of the Village of Dexter (Study Area). This study defined how storm water is conveyed through the historic downtown district of the Village and a visual representation of their storm water drainage system is shown through the creation of a storm water drainage district map.

A) FINDINGS

During the field investigations, many unique storm water structures were discovered. The broad classification of "storm structure" was applied to these uncommon structures at multiple locations throughout the Study Area. In addition, areas of obstructed storm water drainage were observed throughout the Study Area. These areas consisted of poorly-defined ditches and crushed, buried or broken storm structures, catch basins, and pipes. Some areas of storm water drainage connectivity could not be determined. These areas were investigated in the field, discussed with the Village, and compared with any existing plans in an attempt to discover the connectivity in these areas.

Currently, the Village performs maintenance to the storm water system and street cleaning on an as needed basis throughout the Study Area. However, visual observations of erosion and evidence of high sediment transport throughout the Village suggest that this storm water quality issue may want to be analyzed. It is our understanding that the Village is working to adopt a storm water management program by fulfilling the requirements of the NPDES Phase II Permit to address storm water quality issues such as erosion and sedimentation.

B) CONCLUSIONS

The historic downtown district within the Village of Dexter has a diverse storm water drainage system. The system was created over the years to resolve drainage problems that arose, resulting in the variety of drainage structures in use today.

The map provided will aid the Village in the management of their storm water drainage system. Field inspection revealed that the Village's drainage issues may be due to the aging storm water drainage system and could reasonably be rectified through an established maintenance program, including cleaning catch basins, street sweeping activities conducted on a regular basis, replacing or repairing culverts and pipes and maintaining well-defined drainage ditches.

C) RECOMMENDATIONS

Recommendations for storm water management and water quality improvements include:

- ◆ Establish a routine maintenance program for the Village's storm water drainage system to improve storm water flow and water quality.
 - ◇ Clean out (Vactor) catch basins on a regular basis
 - ◇ Remove trees and brush currently growing within catch basins
 - ◇ Institute regular street cleaning
- ◆ Incorporate a storm water drainage Capital Improvement Plan (CIP).
 - ◇ Redefine poorly-defined drainage ditches and maintain well-defined drainage ditches
 - ◇ Incorporate vegetative and structural erosion controls within ditches such as seeding or riprap.
 - ◇ Repair and/or replace broken, crushed and crumbling pipes and all storm structures
 - ◇ Incorporate oil and grit separators within the Village drainage system
- ◆ Consider using the GIS and a Computerized Maintenance Management System (CMMS) for the management of the storm water system to track maintenance, management and CIP activities.

IV. FINDINGS

A) UNIQUE STORM WATER STRUCTURES

There are many unique storm structures within the Study Area's storm water drainage system. Storm structures are defined as a manmade structure that conveys storm water, not including catch basins, manholes or roadway culverts. The broad classification of storm structure was used at multiple locations throughout the Study Area, where a storm pipe inlet or outlet has either a grate covering it and may or may not have one or more concrete sides surrounding the pipe end. A few of these unique structures are described below.

In the alley between Broad and Central Streets just west of Fourth Street, there is a storm structure similar to a catch basin. However, there are three, perforated, 4-inch polyvinyl chloride (PVC) pipes outgoing to the north, which leach storm water into the soil. (Appendix B: photos 35-39)

Another unique storm water structure is located on the southeast corner of Inverness and Third Streets. One side of a 12-inch CMP is exposed and there are four holes drilled into the side of the pipe, assumingly in order to allow storm water to enter from the adjacent ditch into the catch basin to the northeast (Appendix B: photo 7). The location of the upstream end of the 12-inch CMP is unknown.

On the southwest corner of Fourth Street and the alley between Edison and Hudson Streets, there is a culvert. A two to three foot depression runs along the south side of the alley leading into the culvert that has been asphalted (Appendix B: photo 20).

Along the northern boundary of Cottonwood Condominiums, there are two unique storm water structures. Each structure is constructed of green 12-inch PVC pipe that protrudes up from the ground and they both have white plastic caps. These structures lead to an outfall to the northernmost detention pond located east of the condominiums.

B) IMPEADED STORM WATER DRAINAGE

The majority of the storm water in the Study Area is conveyed through roadside drainage ditches. The drainage ditches in the Study Area were categorized as well-defined or poorly-defined ditches (Figure 3). Well-defined ditches are distinct drainage pathways with defined banks and include driveway and sidewalk culverts to easily convey the storm water. Poorly-defined ditches are areas where there are no driveway or sidewalk culverts, and there is little or no evidence of a ditch in which storm water may easily flow through undisturbed. Instances occurred in both the well-defined and poorly-defined ditch areas in which there was evidence of storm water being conveyed within the strip of gravel and soil between the road and the grass line instead of within the ditches (Appendix B: photos 12 and 14).

Damaged, crushed or buried storm water structures, catch basins, and pipe and culvert outlets and/or inlets were discovered throughout the Study Area.

C) STORM WATER DRAINAGE SYSTEM CONNECTIVITY

Throughout the Study Area there were instances in which the connectivity of the storm water drainage system could not be determined. All of these areas were investigated through field inspections, conversations with the Village staff and past and present site plans. These instances are outlined below. Maps detailing specific locations of unknown connectivity can be found in Appendix C (maps 9 and 15 are not within the Study Area).

1. BROAD AND SECOND STREETS

On the corner of Broad Street and Third Street, adjacent to the railroad, there are two catch basins (Appendix C: Map 1). The southern catch basin at this intersection has a 12-inch concrete pipe to the northwest, and the northern catch basin has an 8-inch vitrified clay pipe to the northeast. The point of convergence of these two pipes is unknown. Based on conversations with the Village the pipes come together into a manhole adjacent to the railroad, which then leads the storm water west to an outfall into a ditch that runs parallel to the railroad tracks. However, the manhole and outfall were not found when the area was investigated during a field visit.

2. BROAD AND FOURTH STREETS

On the southeast corner of Broad and Fifth Streets there are two manholes and a storm structure (Appendix C: Map 1). The manhole located between the storm structure and the far west manhole has a 12-inch concrete pipe heading to the northwest. The outlet of the pipe could not be located.

3. DOVER STREET BETWEEN FOURTH AND FIFTH STREETS

There are four catch basins located on Dover Street between Fourth and Fifth Streets (Appendix C: Map 3). Two catch basins are on the north side of the street and two catch basins on the south side just opposite of the northern ones. The southwest catch basin has an 8-inch vitrified clay pipe to the northeast catch basin and two additional incoming 8-inch vitrified clay pipes, one from the northeast and one from the west. The source of these pipes is unknown.

4. DOVER AND FOURTH STREETS

The catch basin located on the southwest corner of the intersection has a 12-inch CMP to the north across Dover (Appendix C: Map 3). The location of the downstream end is unknown.

5. CENTRAL AND SECOND STREETS

On the southwest corner of Central and Second Streets, adjacent to the railroad, there is a manhole with a 12-inch concrete pipe coming from the northwest (Appendix C: Map 10). There is a catch basin located on the northeast corner of Third and Central Streets with a 12-inch plastic pipe to

the east. The convergence of these two pipes is unknown, however, it is reasonable to deduce that the pipes come together in a manhole on the northwest corner of Central and Second Streets adjacent to the railroad. A search with a metal detector did not uncover the location of the convergence of these two pipes.

6. COTTONWOOD CONDOMINIUMS EAST OF HURON STREET

There are four catch basins within the northern section of Cottonwood Condominiums. None of them appear to be connected to one another (Appendix C: Map 11). The sources and destinations of the multiple leads to and from these catch basins are unknown.

7. THIRD STREET BETWEEN HUDSON AND INVERNESS STREETS

On the east side of Third Street there is a catch basin with a 12-inch CMP from the west and a 12-inch concrete pipe going to the northeast (Appendix C: Map 14). Neither of these pipes' corresponding ends were discovered during several site visits.

8. DEXTER-ANN ARBOR ROAD BETWEEN INVERNESS AND KENSINGTON STREETS

The three catch basins in this area were not found to be directly connected (Appendix C: Map 16). The southwest catch basin has a 10-inch PVC pipe from the south and a 10-inch PVC pipe to the east. The east catch basin has 4-inch and 6-inch pipes from the east and the northeast respectively. The northern most catch basin has 4-inch and 10-inch pipes from the southeast and the east respectively. The corresponding upstream and downstream ends of these pipes could not be located. A conversation with the Village indicated that Fourth Street previously continued to Dexter-Ann Arbor Road and another catch basin should be located near this area connecting the above-mentioned catch basins. However, this catch basin could not be located.

9. KENSINGTON STREET WEST OF DEXTER-ANN ARBOR STREET

There is a catch basin on the north side of the street with incoming and outgoing 12-inch CMPs from the southwest to the northeast (Appendix C: Map 16). No other catch basins or storm structures were found connecting this catch basin to the rest of storm drainage system.

V. STORM WATER QUALITY

According to the Rules of the Washtenaw County Drain Commissioner, "all runoff generated by proposed impervious surfaces must be conveyed into a storm water storage facility for water quality treatment and detention prior to being discharged from the site." The allowable discharge rate from a detention basin is 0.10 – 0.15 cfs/acre. The majority of the Village's storm water drainage system within the Study Area was in place prior to the updated rules, therefore, the current storm water system is grandfathered into the county's system. However, possible locations for a regional detention basin were considered for storm water quality. These locations included areas downstream of larger drainage districts, publicly owned property, school property, park and recreational property. However, due to the lack of vacant public land at this time the possible locations for a regional detention basin within the Village is limited. As new developments occur throughout the Study Area smaller individual detention basins may be considered as determined by the Village.

Other alternatives for improving the system water quality would be to install low impact structures such as oil and grit separators like Bay Saver or Vortech Systems that will help to remove sediment and separate oil. These systems should be located downstream of substantial drainage areas such as a parking lot. This allows the oil and sediment to be removed from the storm water preventing it from being transported downstream through the storm water drainage system and eventually to the Huron River.

Additional concerns with water quality, particularly sediment may be considered in the Village. Currently, there are no regularly scheduled provisions for managing sedimentation. Eroded ditches, alleys and shoulders are found throughout the Study Area. Evidence of sediment transport is seen in the culverts and catch basins as most are full of debris. By establishing a routine street cleaning and maintenance program the Village can limit the water quality impairment due to sedimentation.

VI. RECOMMENDATIONS

This section includes the recommendations for storm water management and water quality improvements. The following recommendations will not only improve the storm water drainage throughout the Study Area but will also improve the quality of the storm water being discharge to surrounding water bodies.

- ◆ Establish a routine maintenance program for the Village's storm water drainage system to improve storm water flow and water quality.
 - ✧ Clean out (Vactor) catch basins on a regular basis
 - ✧ Remove trees and brush currently growing within catch basins
 - ✧ Institute regular street cleaning
- ◆ Incorporate a storm water drainage Capital Improvement Plan (CIP).
 - ✧ Redefine poorly-defined drainage ditches and maintain well-defined drainage ditches
 - ✧ Incorporate vegetative and structural erosion controls within ditches such as seeding or riprap.
 - ✧ Repair and/or replace broken, crushed and crumbling pipes and all storm structures
 - ✧ Incorporate oil and grit separators within the Village drainage system
- ◆ Consider using the GIS and a Computerized Maintenance Management System (CMMS) for the management of the storm water system to track maintenance, management and CIP activities.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President of Council and Council
From: Donna Eureste, Village Manager
Date: November 22, 2004
Re: Update on alley vacation status and proposed plan

ITEM

L-8

Terry Walters, Jim Carson, Allison Menard, Patrick Conlin and I met last week to develop a plan to deal with the issues surrounding the 1996 ROW Vacation. Provided for Council review is a memo from Patrick Conlin, which outlines our discussion at that meeting.

The recommendation from the group supports the statement on page 3, under the analysis from 1995/1996, "while most of the formalities of the vacation of alleys process were observed, there were significant enough deficiencies to warrant completing the process properly at this time." It is the recommendation of this group that we complete the alley vacation process properly at this time.

Included for Council review are documents from 1996, which attempted the alley vacation.

A motion by Council supporting moving forward with the proper process to vacate the alleys is recommended at this time.

Memorandum

To: Village of Dexter Trustees, Donna Eureste, Allison Menard,

From: Pat Conlin

Re: Alley vacation status and proposed plan

Date: November 11, 2004

HISTORY

This matter comes from an attempt in 1995/1996 to vacate alleys reflected in the recorded plat of the Village of Dexter. The questions to consider are whether (1) the vacation was properly completed, and (2) if not, then the steps necessary to complete the vacation properly at this time. Assuming that it is still the intent of the Village to vacate these alleys, then I will proceed with brief background and analysis of the current situation.

Based on the development of the legislature and the formation of municipalities, the public streets, alleys, grounds etc. were created by plats, which were developed and recorded to ensure the reservation of these byways for use by the public. They were never formally granted as in ownership, to the municipalities, but the individual public bodies that had jurisdiction over these grounds had the duty to maintain and keep the grounds for the benefit of the public. The public bodies were give the public trust for the regulation of these grounds. The alleys were not created by the Village of Dexter, but by individual plats.

The alleys in question were, as much as can be determined by the documents presented, properly platted and therefore, have been used, maintained and kept by the Village of Dexter. At some point in 1995, the decision was made to vacate these platted alleys, but with the mistaken terminology of ownership. The notices were sent to the neighboring landowners indicating that the Village of Dexter was abdicating its ownership of these alleys and that all the individual parties needed to do to take ownership was to survey and record the surveys changing their original legal descriptions. The Village of Dexter does not own these alleys and cannot give them away.

Vacation is not an action, which does anything other than to manifest the abandonment by the public of its duties to maintain the grounds. Ownership of an abandoned or vacated alley requires a circuit court action to amend the plat, convey the alley to the adjacent owners and adjudicate any conflicting claims. Until a circuit court judgment is entered, the alley remains available to the owners of the adjacent lots as means of ingress and egress.

This preliminary analysis and any opinions contained herein does not purport to advise as to these procedures or as to the rights of individual owners in these alleys at this time. It is intended to be advisory to the Village of Dexter Board of Trustees, and not determinative of individual landowners property rights after said vacation of alleys, if such is the current intent of the Board.

LAW IN 1995/1996

When the vacation was attempted, two statutes governed the proceedings to complete vacation. First the General Law Village Act, section 13, provided that certain actions were necessary to complete the vacation process. Second, the notice provisions of the Open Meetings Act provided the requirements for notice to the public of the proceedings.

General Law Village Act (GLVA--MCL 67.13)

If Council wanted to vacate the alleys, it must have:

1. Passed a resolution declaring its intent;
2. Appointed a time for a meeting more than 4 weeks from the date of the resolution;
3. Hear objections at that meeting.

Notice of the second meeting, including a copy of the resolution to vacate from the first meeting, must have conformed with the OMA. The first meeting appears to have been properly noticed.

If objections were filed in writing with the Clerk, then the vote to vacate had to have passed by 2/3 of the entire council.

The Resolution needed to be recorded in the Office of the Clerk in the book of Street Records.

Open Meetings Act (OMA--MCL 15.264)

The Open Meetings Act required and still requires that the notice include:

1. Name of the Public Body
2. Telephone number
3. Address

The notice needed to be posted at your principal office.

ANALYSIS FROM 1995/1996

It appears that, while most of the formalities of the vacation of alleys process were observed, there were significant enough deficiencies to warrant completing the process properly at this time.

Notice of meeting, with the agenda item, was properly published in the Dexter Leader on 9/27/95 for the October 9, 1995 meeting presenting the agenda item. What needed to happen was that a resolution of intent to vacate along with a meeting set to hear objections should have been passed for some time after four weeks of the October meeting. That was not completed, and the matter was tabled until November.

In November the matter was brought before Council again, and it was put over to January. This satisfied the time requirement, but no resolution was passed declaring the intent to vacate. In January, the resolution to vacate the alleys was adopted.

REQUIREMENTS OF GLVA TODAY

If Council wants to vacate the alleys, it must:

1. Pass a resolution declaring its intent;
2. Appoint a time for a meeting more than 4 weeks from the date of the resolution;
3. Hear objections at that meeting.

Notice of the second meeting, including a copy of the resolution to vacate from the first meeting, must conform with the OMA.

If objections are filed in writing with the Clerk, then the vacation cannot occur except by resolution or ordinance identifying the name of the plat or plats affected. The resolution/ordinance must be adopted by a majority of the members of the Village Council.

The vacation could be ordered by Circuit Court through litigation under the Land Division Act.

The Clerk must record the resolution/ordinance with the register of deeds and the Michigan Department of Consumer and Industry Services within 30 days.

RECOMMENDATIONS/CONCERNS

If Council wishes to vacate the alleys, thus affirming the intent of the prior Council, then the process needs to be followed properly, with any notices to affected landowners accurately identifying the procedure being undertaken by the Village of Dexter.

The issue of liability of those owners relying on the prior Council action is unclear at this time,

however, the effect of this type of vacation remains the same. Completing this process will confirm that the Village of Dexter is relinquishing its authority and control over these alleys, making any dispute as to their usage a matter between private landowners.

I would be available at Council's request to answer any questions

Respectfully submitted,

KEUSCH, FLINTOFT & CONLIN, P.C.

Patrick J. Conlin

VILLAGE OF DEXTER

8140 Main Street Dexter, Michigan 48130 -1092

Phone (313) 426-8303 FAX (313) 426-5614

TO: Village Resident

FROM: Carolyn Casarico, Zoning and Ordinance Officer

SUBJECT: Vacation of Right-of-Ways

DATE: January 15, 1996

Be advised that at the regular Council meeting on January 8, 1996, the Village Council approved the vacation of your alley described in a previous letter

Vacation means the Village of Dexter relinquishes responsibility of ownership. ~~Half~~ the alley is given to property owners on both sides. In some cases a water, sewer, storm sewer, or electric easement would be maintained by the Village.

If you would like to record ownership of the alley, the below listed steps should be followed:

Survey: Property line survey and a certificate of survey (legal description, and drawing depicting monumentation, parcel size, area and easements) as required by Public Act 132 of 1970 as amended, to be prepared by a Michigan Professional Surveyor. For purposes of the survey, you may wish to contact your neighbors to share in hiring a local surveyor to reduce expenses.

Record description with County Clerk and Scio Township

I encourage you to contact me at 426-8303 ext 2 if you have any questions.

RESOLUTION TO VACATE CERTAIN PUBLIC RIGHT OF WAYS

At a regular Village Council meeting of the Village of Dexter, Washtenaw County, Michigan, held January 8, 1996, the following preambles and resolutions were adopted:

WHEREAS, under the authority of M.C.L. Sections 67.12 and 67.13, gives the Council the power to vacate any street, alley, or public ground ; and

WHEREAS, certain public right of ways are no longer in use, are unneeded by property owners as an access route or the access route can be handled more appropriately through an access easement between adjacent property owners, and pose a liability to the Village of Dexter due to the former conditions;

NOW, THEREFORE, the Council of the Village of Dexter does hereby resolve to discontinue and vacate public alleyways listed on Appendix I and illustrated on Appendix II subject to utility easement reservations.

BE IT FURTHER RESOLVED, that the owners abutting the vacated right of way shall be noticed in a timely manner. The notice will inform the land owner of his/her responsibility to survey and record the property with the Village Zoning and Ordinance Office, Scio Township and Washtenaw County Register of Deeds.

UPON MOTION BY Cousins, supported by Gillett, the foregoing Resolution was adopted

Ayes: Arbourn, Adams, Cousins, Gillett, Rush, Tell, Walters

Nays: None

Absent: None

Donna L. Fisher
Donna Fisher, Clerk

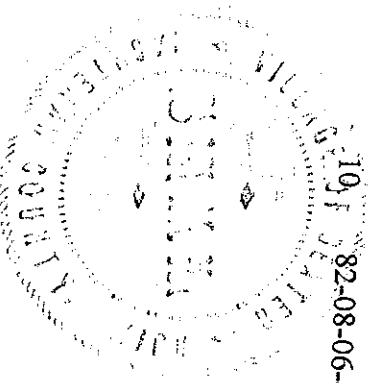


RECORDED
WASHTENAW COUNTY, MI
JUN 25 3 54 PM '96
PEGGY G. JAMES
COUNTY CLERK REGISTER

APPENDIX I

PROPOSED RIGHT-OF-WAY VACATION

<u>Tax ID</u>	<u>Location</u>	<u>Easements</u>
1. 82-08-06-105	Second (Car Wash)	
2. 82-08-05-230	Second, Dover, Edison	Electric
3. 82-08-05-235	Second, Hudson, Edison (Ending at First Street right-of-way)	Electric
4. 82-08-05-250	Hudson, Second, Inverness	Storm Electric
5. 82-08-05-255	Hudson, Inverness, Second, Third	Electric
6. 82-08-05-265 & 260	Inverness, Kensington	Electric
7. 82-08-06-405	Kensington, Inverness, Third, Fourth	Sewer Electric
8. 82-08-06-154	Forest to alley parallel to Grand	
9. 82-08-06-205	Alpine, Fifth, Broad, Main	Electric
10. 82-08-06-476	1/2 of Fourth (End)	Sewer Electric



2



R-1-A

PUD

P107

VILLAGE OF DEXTER
8140 MAIN STREET
DEXTER, MI 48130

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan at regular meeting held on January 8, 1996, and that said meeting was given pursuant to and in full compliance with the Open Meetings Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Resolution Drafted by: Candlyn Casarow

Signed This Date: 1-22-96

Donna L. Fisher
Donna Fisher, Village of Dexter Clerk



ORCHARD, HILTZ & MCCLIMENT, INC.

16 NOV 11:22-04
34000 Plymouth Road
Livonia, MI 48150

ITEM L-a

p: (734) 522-6711
f: (734) 522-6427
www: ohm-eng.com

November 17, 2004

Village of Dexter
8130 Main Street
Dexter, MI 48130

Attn: Donna Eureste, Village Manager

Re: Dexter Business and Research Park Detention Basin

Dear Ms. Eureste:

In August 2004, we sent out a Request for Quotes (RFQ) for the above referenced project to several contractors. The project included removal of accumulated sediment, regrading the existing detention basin, and replacement of the existing standpipe in the detention basin of the Dexter Business and Research Park (DBRP). At that time, we received one quote to complete the work outlined in the RFQ from Sunset Excavating, Inc. for \$89,900.00. Believing this quote was excessive we pursued additional quotes. We received two additional quotes, one from E.T. MacKenzie Company for \$102,500.00 and one from DeWolfe Excavators, Inc. for \$48,800.00. As you can tell, the quotes varied greatly. In addition, the project was originally estimated at \$20,000.00.

The difference between the quotes and the estimate could be due to several factors including the type of quote requested, the contractor's schedule, and the type of construction. Specifically, we have discovered that the scope of work may be more extensive than originally estimated. Due to the location of the accumulated sediment, smaller construction equipment would be needed to remove the sediment. Smaller equipment results in reduced production rates and longer construction time. In addition, accessing the accumulated sediment may prove to be difficult. Access to the work area may need to be provided in the form of a temporary gravel roadway extending from the fence gate to the bottom of the basin. This access could become permanent for any future maintenance.

At this time, we recommend that the Village send out another RFQ for the project requesting a unit price bid (as opposed to a lump sum quote originally requested) for work to be completed in the Spring of 2005. A unit price bid will clearly define the work to be done, and should result in more competitive pricing. In addition, the timing of the RFQ and construction may reduce the anticipated costs, as bids may be more competitive at this time of the year.

Should you have any additional concerns or questions, please feel free to contact me at (734) 522-6711.

Very Truly Yours,
Orchard, Hiltz & McCliment, Inc.

Christine A. Cale
Christine A. Cale, P.E.

cc: Paul Bishop, Director LDFA, 3261 Broad Street, Ste 101, Dexter, MI 48130
Rhett Gronevelt, P.E., OHM

